

# BOARD OF SUPERVISORS

Brown County



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## EXECUTIVE COMMITTEE

Tom Lund, Chairman, Patrick Moynihan, Jr., Vice-Chairman  
Patrick Buckley, Bernie Erickson, Erik Hoyer,  
Richard Schadewald, John Van Dyck

### EXECUTIVE COMMITTEE

Monday, December 12, 2016

5:30 p.m.

Room 200, Northern Building  
305 E. Walnut Street

NOTICE IS HEREBY GIVEN THAT THE COMMITTEE MAY TAKE ACTION  
ON ANY ITEM ON THE AGENDA.

- I. Call meeting to order.
- II. Approve/modify agenda.
- III. Approve/modify Minutes of October 24, 2016 and November 2, 2016 and

### Comments from the Public

1. Review Minutes of:
  - a) Brown County LEAN Steering Committee (September 1, 2016).

### Legal Bills

2. Review and Possible Action on Legal Bills to be paid.

### Communications

3. Communication from Supervisors Sieber and Linssen to ask the Brown County District Attorney's office to investigate violations of closed sessions and/or the dissemination of classified information. *July motions: To refer to Corporation Counsel to draft a policy re: violation of closed session confidentiality and identify possible penalties and bring back. Carried 5 to 2; Motion to refer the current complaint to the Ethics Board for review. Held for 90 days.*
4. Reconsideration of Vote: Communication from Supervisor Evans re: Reconsider Item #10f (from October's County Board meeting agenda) – An Ordinance Amending Section 4.93 of Chapter 4 of the Brown County Code entitled "Grievance Procedure". *Referred from November County Board.*
5. Communication from Supervisor Moynihan re: For your consideration, I hereby request the Executive Committee direct Internal Auditor Dan Process to commence and complete an audit of the 750 Fund (Health/Dental). *Referred from November County Board.*
6. Communication from Supervisor Becker re: This communication is a request that the Executive Committee draft a proclamation that reaffirms our (Brown County Board's) support for the DARE Program. *Referred from November County Board.*
7. Communication from Supervisor Campbell re: To work with Corporation Counsel to draft a resolution recognizing deceased employee, Robert Welsing Jr., for his years of service to Brown County. *Referred from November County Board.*
8. Communication from Supervisor Schadewald re: That County Code and policy be examined relating to pay increases, health insurance, employee benefits and any other policies concerning employee compensation so that each is a separate resolution at budget time. *Referred from November County Board.*

**Resolutions, Ordinances**

9. An Ordinance to Amend Sections 4.49 and 4.57 of the Brown County Code of Ordinances Entitled, Respectively, as “Extra Pay” and “Policy”. *Referred to December from October County Board.*

**Reports**

10. Brown County Financial Statement Results–Levy Funded Departments as of October 2016.
11. **Internal Auditor Report**
- a) Board of Supervisors & Veterans’ Recognition Subcommittee Budget Status Report – September 2016 (Unaudited).
  - b) Board of Supervisors Budget Status Report – October 2016 (Unaudited).
  - c) Status Update: October 1 – November 30, 2016.
12. **Human Resources Report**
- a) Resolution re: Ratifying a Memorandum of Understanding with the Sheriff’s Department Non-Supervisory Employees Labor Association.
  - b) Resolution re: Ratifying the Sheriff’s Department Supervisory Employees Labor Association 2015-2016 Labor Agreement.
13. **County Executive Report**

**Other**

14. Such other matters as authorized by law.
15. Adjourn.

Tom Lund, Chair

Notice is hereby given that action by the Committee may be taken on any of the items, which are described or listed in this agenda. The Committee at their discretion may suspend the rules to allow comments from the public during the meeting. Please take notice that it is possible additional members of the Board of Supervisors may attend this meeting, resulting in a majority or quorum of the Board of Supervisors. This may constitute a meeting of the Board of Supervisors for purposes of discussion and information gathering relative to this agenda.

**PROCEEDINGS OF THE BROWN COUNTY**  
**EXECUTIVE COMMITTEE**

Pursuant to Section 18.94 Wis. Stats., a budget and regular meeting of the **Brown County Executive Committee** was held on Monday, October 24, 2016 in Room 200 of the Northern Building, 305 E. Walnut Street, Green Bay, Wisconsin.

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**Present:** Chair Lund, Vice-Chair Moynihan, Supervisor Van Dyck, Supervisor Hoyer, Supervisor Buckley, Supervisor Erickson, Supervisor Schadewald

**Also Present:** Supervisor Kneiszel, Supervisor Sieber, Supervisor Kaster, Internal Auditor Dan Process, Zoo Director Neil Anderson, County Clerk Sandy Juno, Finance Manager Dave Ehlinger, Senior Accountant Sandy Parmer, Director of Administration Chad Weininger, Human Services Director Erik Pritzl, Public Works Director Paul Fontecchio, Family Living Educator Judy Knudsen, Planning Director Chuck Lamine, HR Benefits Manager Tom Smith, Corporation Counsel Dave Hemery, Interim HR Director Peter Bilski, Airport Director Tom Miller, County Executive Troy Streckenbach, Technology Services Director August Neverman, Laura Workman, Beth Rodgers, Michael Keon, Kathy Radue, Jason Carviou, Renee Vande Voort, other interested parties, media

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*\*Audio of this meeting is available by contacting the County Board office at 920-448-4015*

**I. Call meeting to order.**

The meeting was called to order by Chair Lund at 5:30 p.m.

**II. Approve/modify agenda.**

The following modifications were made to the agenda:

- Item 23 was struck;
- Item 31 will be held;
- Item 28 will follow Item 1

**Motion made by Supervisor Erickson, seconded by Supervisor Moynihan to approve as amended. Vote taken. MOTION CARRIED UNANIMOUSLY**

**III. Approve/modify Minutes of October 10 and Special October 19, 2016 meetings.**

**Motion made by Supervisor Van Dyck, seconded by Supervisor Schadewald to approve. Vote taken. MOTION CARRIED UNANIMOUSLY**

**Comments from the Public – Budgetary Items**

-Beth Rodgers, 311 W. Briar Lane, Allouez, WI

Rodgers addressed the Committee about the recommendation regarding employee benefits and some concerns she wants the Committee to hear. She said HIPAA specifically says a health plan cannot discriminate against individuals in the plan based on health factors and these health factors are spelled out and include health status and medical conditions. She feels this is tied very directly to the health assessment tests and scores that administration is recommending premiums be tied to. For example, high blood pressure, which is a medical condition called hypertension and high blood glucose which is a medical condition known as diabetes. Rodgers is concerned that the County is opening itself up to risk by discriminating and going against HIPAA.

She continued that the factors in the health assessments do not have a direct cause and effect with outcomes of serious health conditions. For example, everyone who has high cholesterol does not have a stroke or heart attack and everyone who is obese does not develop diabetes.

Rodgers is also concerned that these are almost arbitrary health factors. There could be other things and she mentioned skin cancer and that people with lighter colored skin are far more prone to skin cancer and therefore would it be appropriate to charge all Caucasians higher premiums?

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*Supervisor Buckley arrived at 5:35 pm*

-Sandy Juno, 616 Dauphin Street, Green Bay, WI

Juno is a member of the Employee Benefits Advisory Committee which was formed last year to look at information and give input on behalf of the employees with regard to the benefit plan. The intent was to provide important information to the Board and avoid lengthy discussions on the Board floor on budget day. The committee started meeting in May at which time they were told there was a \$2 million dollar deficit in the fund. The committee was later told there was a \$3.8 million dollar deficit and late today, the committee was advised that there was an additional \$645,000 shortage. The numbers have been moving targets throughout the process. Juno emphatically said that as a committee they have done everything they possibly could to get input from the employees to work to figure something out that would be both fair to the employees and reasonable to the County. They came up with a proposal and met with the administration the Friday before tonight's meeting and the resolution which was left on the Supervisors' desks tonight was developed. They had worked with administration to do a weighted percentage on premium based upon the PHA and they also gave up the HRA dollars.

Juno continued that at 3:30 this afternoon, Benefit Advisory Committee member Jason Carviou was presented with a resolution from administration that totally changed the percentages of the premiums that they talked about previously. Juno said the new resolution changed the premiums from 12% to 17% but there was still no HRA dollars. She continued that based on the changes made and constantly changing numbers and the fact that the committee worked with administration in good faith, there is now a lack of trust of the administration. Juno is very frustrated and feels this is a disservice to the employees because they have not seen what has been brought to the committee this late in the game. She does not know where to go with this and urged the Board to look at it and see what the committee presented and noted that this is a self-funded plan. She feels it is important to have reasonable rates and premiums and noted that they have worked with administration to try to fix the \$3.8 million dollar deficit. She is devastated and noted that they have not received any explanation from administration regarding this nor has administration returned phone calls. Juno feels the employees should have decent wages and decent benefits and it is important to know the difference between wants and needs. She feels the proposed executive budget includes a lot of wants and she challenged the Board to weed out some of the wants and help give the employees what they deserve.

-Kathy Radue, 3468 Hickory Ridge Drive, De Pere, WI

Radue is also a member of the Benefits Advisory Committee and represents over 300 employees. She sent out the original proposal to her people based on all of the hard work of the committee and pretty much convinced the employees that since they have not had any increase in insurance costs in three years changes had to come and they would be big changes. Most people were pretty much accepting of this. Now, because of this late resolution from administration, she has to go back to all her people and tell them that things have changed. She said she uses all of her HRA dollars and gets 100% on the PHA. With the proposal as it currently stands, she will lose \$2,100 in HRA dollars, \$350 in wellness and, in addition, her premium will be going from 12% to 17%. She will lose about \$3,500 going into 2017 with these changes made at the last minute by administration. Radue has worked for the County for 26 years and feels like people are leaving the County every day because of things like this. She also said that receiving this new information from the administration a few hours ago has led to a lot of distrust and she questions what the real numbers really are.

-Mike Keon, 1742 Island Court, Green Bay, WI

Keon is also on the Benefits Advisory Committee and echoed what the others have said. The employees he represents have all received copies of what passed previously at the Administration Committee meeting. He said that on average employees gave up \$2,000 per year. Active employees gave up over \$2 million dollars in concessions and retirees gave up another \$1 million dollars. The new resolution that came out at the last minute takes another \$1,000 a year out of people's pockets. He feels this is unconscionable. The committee met last Friday and he finds it fishy that the correct numbers were not available then. Keon does

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not know where this will end or how much more will be taken from employees to cut taxes by 3 cents. He is not asking anyone to raise taxes, but he feels that money could be found somewhere else. He wants to stick with what passed at Administration Committee even though it's not the best. This new resolution is ridiculous.

-Renee Vande Voort, 3083 Celestial Lane, Green Bay, WI

Vande Voort is also a member of the Benefits Advisory Committee. She said she represents quite a few employees and has worked very hard to explain to them what is going on. She finds a lot of employees do not trust the County with the health fund. She has tried to improve that and has tried to get the information out. Vande Voort said the fact there is another \$645,000 missing is just going to be another hit to the employees. She said the committee feels the resolution passed at Administration was the best that they could do. If the numbers are no longer the same, she would like to give the employees the option to have a say in whether or not they would like to go to the Humana plan that was offered that kept everyone at the 12%. She feels that would be fair and she knows it would be a hit to the Prevea people, but she feels that employees should be given the option and input since that was the point of putting the Benefits Advisory Committee together.

Jason Carviou, 205 Oak Street, Luxemburg, WI

Carviou was the last member of the Benefits Advisory Committee to speak. He thanked the Executive Committee for hearing from them and noted that he was charged with bringing the Benefits Advisory Committee recommendations to the Board. He said that at 3:30 today he was handed a new resolution claiming that there was an additional deficit of \$645,000. This came after Friday's meeting that was attended by HR and administration and everything was agreed on. Everything Carviou is going to recommend to the Committee tonight is based on the original numbers that were agreed to at the last meeting. He read from a report, a copy of which is attached, which outlines the recommendations of the Benefits Advisory Committee. The packet that was left on the Supervisors' desk is also attached.

Carviou continued that in light of the late developments by administration, he would like to hear their explanation regarding the additional deficit. He noted that he called the HR Director, Director of Administration and Finance Director, however, none of them returned his calls. He did get a visit from the HR Director but the math he presented did not add up to an extra \$645,000 deficit. Carviou noted that they had received a proposal from Humana for a fully funded plan which would take all of the administration out of the County's hands and administration would not have to be figuring out what the deficit really is. The premiums for the Humana plan were the same as what the employees currently have and the employees would not lose what they are posed to lose. He feels it is ridiculous to push such great losses on employees in one year and if the new numbers from administration are, in fact, correct, he would ask that the employees have the chance to consider the Humana plan. Carviou said that originally for the same price it was not worth losing Prevea as a provider, but with the new numbers he felt that most people would be willing to change doctors for the savings. He also said that these numbers are also being sprung on the Board just one week before the budget meeting.

Keon noted that through all this, administration keeps coming up with different numbers as to what the deficit is, but the actual premium that they are proposing has never gone up; the only thing that has gone up is the amount that the employees would pay. Carviou confirmed that what is going up is the employee's share, not the premium which means that the County will actually be paying less than what they are this year and the employees will be paying more. This is cost shifting onto the employees.

Carviou also addressed the last part of the resolution which is the 1% performance based bonus to be paid at the end of 2017. The position of the committee is set forth on the handout and Carviou reviewed this with the Board. He feels things need to change. It is hard to convince employees to stay at the County when they work hard and not only do they not get rewarded for that, they lose things every year. He would like the Committee to put a lot of thought into this and reminded them that what we are talking about are real people who will find these changes greatly impact their lives.

Juno pointed out one other change that she heard today regarding people who terminate having to use the HRA balance in 90 days. She said there is confusion as to if this applies to retirees as well as employees. In all fairness she feels that the retirees should have two years to use the HRA dollars. She feels this consideration should be given to people who have worked for the County for a number of years. It was clarified that the 90 days referred to the time that a claim would have to be submitted for services received before the termination date.

Vande Voort added that the Benefits Advisory Committee spent a great deal of time looking at this and trying to figure out how the employees can help balance this, but they would like to ask that the County look for a way to help balance this versus just asking the employees to balance it all on their own.

**Motion made by Supervisor Moynihan, seconded by Supervisor Schadewald to suspend the rules and take Item 7 following item 28. Vote taken. MOTION CARRIED UNANIMOUSLY**

**Communications**

1. **Communication from Supervisor De Wane re: To look at funding the D.A.R.E. program for one year, while they get their much needed program back on the ground. *September Motion: To refer to the Executive Committee budget meeting.***

Supervisor Buckley said a motion was made at Public Safety to fund one additional D.A.R.E. officer at a cost of \$100,000. Supervisor Moynihan said he does not believe the \$100,000 is necessary because there is \$627,000 in the D.A.R.E. fund and further, the Sheriff did not ask for this. Buckley noted there is a reserve as indicated by Moynihan but there is only one position filled at this time in an attempt to make the money last as long as possible. The funds primarily came from parking at Packers games but that is pretty much dried up and they have not found another funding source of that magnitude. Buckley said one of the reasons De Wane put this communication forward was to have this put on the levy because the Board can request that the Sheriff use the money, but cannot direct him to utilize the money the way the fund is set up. Buckley said De Wane wants to see another officer added and Buckley does not disagree that we need another officer.

Director of Administration Chad Weininger explained that the D.A.R.E. account is separate from the County so the Sheriff and the organization have complete control over the dollars. The Sheriff did not request additional funding for a second deputy so De Wane put the communication in. Moynihan added that if Supervisors want to add it in, it is up to them, but he does not see the necessity to add to the fund that can already fund two officers for three years.

Supervisor Schadewald said he was on the Board when the D.A.R.E. program was started and he fully supports the program, but since finding out at 5:00 pm today that the County is \$645,000 in the hole with insurance he is not agreeable to spending \$100,000 for one position when the employees are taking such a financial hit. He would support receiving and placing this on file.

Supervisor Van Dyck said he also supports the D.A.R.E. program but he does not see the urgency and feels that there are other more urgent needs. He understands that the available fund will be used up over time if there is no other funding source, but he would like to deal with this next year or the following year. He asked how many officers there currently are. Buckley said there is only one D.A.R.E. officer covering the whole County at this point. He also said that kicking the can down the road is what got the County in trouble with the insurance issues and he does not want to see the same thing happen with the D.A.R.E. program.

**Motion made by Supervisor Moynihan, seconded by Supervisor Van Dyck to receive and place on file. Vote taken. Ayes: Lund, Moynihan, Hoyer, Van Dyck, Erickson, Schadewald    Nay: Buckley  
MOTION CARRIED 6 to 1**

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**Non-divisional Budgets**

**2. County Executive – Review of 2017 department budget.**

The County Executive proposed budget is set forth on Pages 257-259 of the budget book.

County Executive Troy Streckenbach said his department budget is basically a cost-to-continue budget. He highlighted the initiative outlined in the budget book regarding the Technology Transfer Center. As indicated in the conversation that took place at PD&T, Streckenbach's hope is that as they go through the process of implementing this they continue to identify more and more private sector partners. He will also be requesting funding from the State in the next biennial budget. Streckenbach continued that this all hinges on the ability of the UW System to give UWGB approval for the engineering. Without the engineering there will be no research park and the money will not be spent. Streckenbach would like to continue working on this and would like to see a three prong approach of State funding, community funding and county funding. This would lower the overall cost of building the structure and would also allow the County to continue working on showing the UW System along with the Chancellor at UWGB that the County is serious. Streckenbach is still also working on finding a solution for the UW Extension building that houses a number of entities and the goal would be to house them in this new facility. He said there is \$400,000 in the general fund specifically for developing this land for the research park. There has been some development on the land already and that is movement in a positive direction.

Streckenbach continued that about 40 – 50 community and business leaders attended a presentation by the Association for University Research Parks and the importance of making sure the County understands what they want to do with the land was stressed. It was also stressed that the County has to be patient and has to get over the hurdle that we do not have engineering degrees being produced here out of a four year college. Hence began the journey of trying to figure out how to get all of the learning institutions on the same page of the importance of the program in creating a pipeline for the future workforce and the ability in 20 years to have actual research and innovation taking place here. The new Chancellor at UWGB is very committed to increasing the overall enrollment at UWGB as well as how he can develop an engineering degree program and how he can increase the talent that is coming into Brown County. In the letter from the University President, it was indicated that this could be the single-most significant economic development decision made on behalf of Brown County and Streckenbach said it is extremely important to remember that we can be a true community partner in this overall strategy. He would like the Board to support the resolution that came out of PD&T.

Schadewald questioned the \$2,000 under advertising and public notice in the budget. Streckenbach explained that in the past they received a donation of \$2,000 which was used to promote the Discover Brown County initiative and it basically was a pamphlet that was created and distributed to children and families. His office is continually reviewing the process and this year they decided to move to an app format. The number one objective is to figure out how to use today's technology to get people more interested in things that we have in Brown County. The \$2,000 is in both the revenue and the expenses.

Erickson commented on the contributions in the amount of \$78,554 and asked if it was all to Advance. Streckenbach said that \$65,000 will be to Advance, \$10,000 will be to NEWEye and the rest will be available for any type of program that might come forward.

Van Dyck referenced the \$800,000 Streckenbach talked about earlier in connection with the Technology Transfer Center and asked if the Board would have consideration of this before the money is spent. Streckenbach said that right now it would be added to the overall bonding proposal but would be handled the same way bonding is currently done where a plan is formulated and then a bonding resolution is brought before the Board for vote. Van Dyck also asked about the \$10,000 in the budget for NEWEye and asked what the consequence would be if that was struck. Streckenbach responded that if the money was struck from the budget, NEWEye would not have the necessary funding to operate. Van Dyck thought the NEWEye project was supposed to be non-levy and was going to make money from all the things they were

going to do but this does not seem to be happening since numerous municipalities have pulled out of the project. Streckenbach was not aware of any municipalities pulling out. Weininger added that the salary for the person who runs NEWEye is fully funded by other municipalities and what the County Executive is talking about is additional money to film promotional videos. Streckenbach clarified that the only municipality that initially joined for 2017 has pulled out. The rest of the municipalities will be voting on this in their respective budget cycles and it is Streckenbach's understanding that all the municipalities that were in in 2016 will be in in 2017.

Schadewald asked about the increased expense for disability insurance because he thought the County was saving money in this area. Ehlinger responded that an increase notice was received from the vendor and then, subsequent to that, they got a price reduction, so the price reduction is sitting in general revenues as a lump sum figure rather than being spread to each department because of the lateness it came in. Weininger also noted that the wage increase is in there for now until everything is finalized with the budget.

Van Dyck spoke further about the NEWEye program. He would like the \$10,000 for the program cut from the budget. He said he did not like the program when it was proposed the last time and he still does not like it. He feels it is one of those feel good things and the County is making videos and doing other things but sometimes he thinks there are concerted efforts to put a lot of stuff out that nobody is interested in and nobody watches. Streckenbach said he recognizes Van Dyck's opinion that there is no value in the program but noted that when municipalities have an opportunity to examine the overall impact of what the program could do for their communities we could be back at the table looking at it.

**Motion made by Supervisor Van Dyck, seconded by Supervisor Moynihan to approve the Executive's budget. Motion rescinded by Van Dyck; no vote taken.**

**Motion made by Supervisor Van Dyck to remove \$10,000 from the Executive's budget for the NEWEye program. No second; no vote taken.**

**Motion made by Supervisor Schadewald, seconded by Supervisor Moynihan to approve the Executive's budget. Vote taken: Ayes: Lund, Moynihan, Erickson, Hoyer, Schadewald      Nay: Van Dyck**  
**MOTION CARRIED 5 to 1**

**3. Board of Supervisors - Review of 2017 department budget.**

The Board of Supervisors budget is set forth on Pages 253-256 of the budget book.

Board Chairman Pat Moynihan said the Board of Supervisors budget is pretty straight forward with the only caveat being the technology initiative of \$10,000.

Moynihan informed that later in the agenda the Committee will be considering a number of resolutions for things like wage changes and he wanted to make the Committee aware that he will be looking at the Board staff in the future. He wanted to do a reclass a couple years ago but was advised by the then HR Director that it was too late and he could not appeal. He feels it is important to recognize the good work done by the Board staff. He noted committee meetings are quite lengthy and there have been several other meetings added for which minutes must be taken. Moynihan feels the wages of the Board staff need to be looked at. He does not have a proposal right now, but will be looking at the office in its entirety in the future.

Schadewald would like to reduce the budget for postage from \$3,300 to \$300 because since he now has the iPad he no longer wishes to receive paper copies of mailings and he encouraged other Supervisors who have the iPads to do the same. Schadewald also asked if the copy expenses should be reduced because of the iPads. Moynihan recalled that when the program was started with the iPads the intent was to reduce the amount of paper and postage but noted that those who have iPads are still get hard copies in the mail until they feel comfortable and then, when they are comfortable with the iPads and with their permission, the Board office will stop sending paper copies.



Van Dyck commented that he appreciated Moynihan's attempt to bring the Board into the 21<sup>st</sup> century and he recalled an attempt a few years ago at passing a larger sum of money for software and other items but it was turned down. He understands that piece-mealing this may seem to be a more palatable approach, but in the end, if this is going to be effective, he feels the Board needs to get to the point of eliminating all the typing and videotaping and use the devices exclusively. He feels we need to go all or nothing but he understands that some Supervisors are reluctant to do this. He said unless we eliminate the recording, the manual typing and all the paperwork this is never going to work and we are going to spend money on iPads that end up sitting on a shelf somewhere.

Moynihan said that theoretically minutes only need to contain the action and motions for each agenda item, but there are Supervisors who want every word of the minutes typed verbatim which takes Board staff a long time. He feels minutes should reflect the motions and the actions but if Supervisors do not attend the meetings they want to be able to read the full written minutes. Lund feels what is needed is the technology to be able to skip around in the recordings to get to the part you are interested in instead of having to listen or view the entire meeting. Without that technology, this would be useless. Supervisors need to know the discussion along of the votes just to be transparent. Schadewald agreed but noted that he is aware that some Supervisors do not read the minutes. He says he hears every month questions about items that were discussed at meetings and are recorded in the minutes verbatim. Lund agreed and said that when Supervisors have questions, most times the answers are contained in the copies of the minutes. Alternatively, they could ask the members of the Committee or the Chair of the Committee their questions.

Streckenbach suggested the Board move away from hand-typed minutes and go to motion minutes and then have the meetings taped through NEWEye so the Supervisors could view them. This would create more transparency and community awareness and allow those who cannot attend meetings the access to view the content on the NEWEye website. He would suggest eliminating the paper copies and the mailings that go with it and move over to the technology that is available. Van Dyck responded that unfortunately NEWEye does not do what it needs to do and that would be to allow us to parse the meetings so we do not have to listen to the idle chit chat for two hours before getting to what they want to see.

**Motion made by Supervisor Schadewald, seconded by Supervisor Moynihan to reduce mailing expense by \$300 and approve the Board of Supervisors budget as amended. Vote taken. Ayes: Lund, Moynihan, Erickson, Hoyer, Schadewald    Nay: Van Dyck**  
**MOTION PASSED 5 to 1**

#### **4. Capital Projects.**

- a) Recommendation from PD&T to Executive Committee to increase bonding in an addition of \$2,046,710 to the Courthouse Dome Project which will increase the levy 2017 by \$3,228.**

The Capital Projects are set forth on Pages 260-291 of the budget book.

Public Works Director Paul Fontecchio directed the Committee's attention to Page 265 of the budget book. He informed the courthouse dome replacement was originally estimated at \$1,819,360. Since that estimate, a consultant has done an analysis of the dome and has come up with three options as outlined in the documents in the agenda packet. There is an option for copper roofing with an estimate of \$2,046,710; an option for copper colored aluminum roofing for \$1,807,715 and an option for copper coated steel roofing for \$1,919,246.

Fontecchio said the copper roofing will last 75+ years while the aluminum and steel would each last about 35 years. For the incremental difference, Fontecchio recommends going with the copper roofing at \$2,046,710. This is \$227,000 more than the original estimate, but the consultant estimate is much better than the original estimate in terms of more magnitude. Fontecchio said there are also some limestone issues that need to be addressed and those are included as well. Lund wants to be sure that future budgets include funds to maintain the dome so it either turns green or stays copper colored.

Fontecchio provided a handout, a copy of which is attached, that explains the various phases of the project as well as the fiscal impact and budgeted maintenance costs.

**Motion made by Supervisor Hoyer, seconded by Supervisor Moynihan to approve. Vote taken. Ayes: Lund, Moynihan, Erickson, Hoyer, Van Dyck Nay: Schadewald.**

**MOTION CARRIED 5 TO 1**

- b) Recommendation from PD&T to Executive Committee to add to the Capital Projects bonding budget \$800,000 for architectural engineering of the STEM Innovation Center.**

**Motion made by Supervisor Erickson, seconded by Supervisor Moynihan to approve. Vote taken. MOTION CARRIED UNANIMOUSLY**

## **5. Debt Service.**

Debt Service is set forth on Pages 292-299 of the budget book.

Weininger said typically the capital projects, debt services and special taxes and revenue are approved at Administration Committee. These items are before the Executive Committee because of the two proposed budget increases. The budget would stay as is but the \$227,000 for the courthouse dome project and the \$800,000 for the STEM Innovation Center engineering would be added. He also wished to clarify that the \$800,000 would have to come before the Board again before it would move forward.

Van Dyck asked what the total proposed debt issuance would be based on these changes. Weininger said the proposed debt issuance would go from roughly \$8.7 million dollars to roughly \$9.7 million dollars. The total outstanding debt would increase to approximately \$132 million dollars. Lund asked how much will be paid off this coming year and Weininger responded it would be roughly \$11 million dollars.

**Motion made by Supervisor Erickson, seconded by Supervisor Hoyer to approve. Vote taken. MOTION CARRIED UNANIMOUSLY**

## **6. Special Taxes and Revenue.**

The special taxes and revenue are set forth on Pages 300-318 of the budget book.

Weininger informed that this refers to things that are not in other budgets such as shared revenue and wage adjustments.

Moynihan asked what the status of the Pulaski Library project is. Weininger said there is \$300,000 set aside for this project. The Village of Pulaski will have to raise about \$360,000 and the Library Board would work on a loan repayment plan for the \$300,000 before the project would move forward. Van Dyck said this is outside the realm of the Library Board because the Library Board does not have authority or money. If the County deems this is a good use of funds, it is the County's prerogative to go ahead and do so, but at this time the Library Board took no position because they feel there are higher priorities for the Library Board to deal with.

Schadewald referenced the \$260,000 for the Health Department move and asked if that was a better number than the last estimate. Weininger said it is his understanding that this is a very good estimate. Originally the estimate was pretty low and then there was another estimate that was extremely high. They met on this and fine-tuned it and Weininger feels this is an estimate that really encompasses the scope. The total projected cost of the move is about \$360,000. There was \$100,000 set aside in the 2016 budget so at the end of the year administration will be asking for a budget carryover for that amount and then this \$260,000 would be added to it. Schadewald asked for a timeframe on the move. Streckenbach responded that they are waiting for the Facility Subcommittee to come together and there are a lot of moving parts.

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This is a request to assign some money that is in the general fund that would help facilitate the move. Streckenbach wants to be sure it is a move that makes sense in the long run and from continued conversations with Human Services and the Health Department he is pretty much convinced that it is the right move. Lund informed that the Facilities Masterplan Subcommittee will begin meeting in January, 2017 and he asked Streckenbach to keep the Committee advised of developments in this matter and his recommendations so nobody has to recreate the wheel. Streckenbach said he is focused on locations and downsizing government and not increasing the overall footprint. This move would save over \$100,000 annually and the County could use that money in different ways such as programs or benefits. Van Dyck asked why money is being set aside in advance of a plan. Streckenbach responded that the departments know where layouts are and said that if he feels the right thing to do is transfer the Health Department in 2017 it will be done.

Van Dyck also asked about the BCCA and fiber connection to the fairgrounds and St. Norberts loan for \$251,000. Streckenbach said this entire amount would be a loan that would be paid back. The most important part of this connection is to have a second backup and this would allow the County to have another line. Technology Services Director August Neverman explained that redundancy is a big deal and the main reason they are concerned about this from a Technology Services perspective is infrastructure support since a lot of services such as 911 are dependent on internet access. Currently the County does not have a second internet connection. If this is not done, it will be necessary for the County to get some sort of backup service with an estimated annual cost of \$56,000.

Streckenbach also wished to point out that it has been commented that they are balancing the budget by using fund balance, but the expenses being talked about here are all one-time expenses and are nonoperational-type of expenses. He wants to be clear that this is no different than what has been done in the past with a number of different programs or services for one-time needs.

**Motion made by Supervisor Moynihan, seconded by Supervisor Hoyer to approve. Vote taken. MOTION CARRIED UNANIMOUSLY**

#### **Resolutions, Ordinances**

#### **7. Resolution Approving New or Changes to Existing Employee Benefits during the 2017 Budget Process.**

Van Dyck asked Schadewald to refresh the Committee on what was approved at Administration Committee. Schadewald responded that what they referred was everything that was included in the resolution with the red marks on it, a copy of which is attached. The items in red are the changes made by the Benefits Advisory Committee. The Administration Committee did not make any recommendation with regard to a pay increase. Schadewald said the Administration Committee heard everything that was presented tonight by the benefits committee. The Administration Committee was working with the numbers they had on hand at the time and got it as fair as they could and that is where they thought it was going to be tonight. Schadewald now wants to hear how the \$645,000 came to be and he feels if we can solve the \$645,000 problem, the original resolution would be acceptable.

The Committee was provided with a revised resolution, a copy of which is attached by Interim HR Director Peter Bilski. Lund asked for an explanation as to the \$645,000 deficiency. Bilski said this was a surprise and noted that the Benefits Advisory Committee did an excellent job with this. In the process of running the numbers one last time the discrepancy was found and it was a surprise to everyone. Bilski thought the resolution that was approved at Administration Committee was going to be passed tonight, but now the problem of the shortfall has developed and it has to be dealt with.

Finance Manager Dave Ehlinger gave a little background. He said the Benefits Advisory Committee has invited him to attend their meetings and he attended many of them. He was off last Friday when the benefits committee met and said that at that time, the committee had everything available at the time. He started thinking about this and began to crunch some numbers over the weekend and found what he

believed to be the problem. What occurred was that the Executive's proposal was total expenses of \$18.4 million. The Benefits Advisory Committee recommended going down to \$17.3 million. If you take the \$17.3 million dollars times the 88% that the County should contribute (12% premium), it is approximately \$15.2 million dollars. Ehlinger wanted to verify that the \$15.2 million dollars was departmental revenue because his rough calculations said there would be a shortage of \$600,000 - \$700,000. Administration met today to determine if there is a flaw in his logic somewhere and between talking about it and figuring it out, they determined there was not a flaw. When they look at position control which says employee A is single so they will charge the department this or that for premium, it came up at \$14.6 million dollars being charged to the departments. \$14.6 million dollars versus the \$15.2 million dollars needed results in the rough figure of \$600,000. The bottom line is while the expense side is correct, the revenue side was short. An incorrect figure was put into position control which means that the individual department levies are not large enough to have the same amount that payroll would be charging out. Ehlinger said that if this deficit is not fixed this year, it will still be a problem in the 2018 budget. Accordingly, after everyone was in agreement that the math was correct a decision was made to put forward the proposal handed out tonight.

Schadewald asked if what Ehlinger is saying is that in order to have an accurate budget, the \$645,000 is what is needed as revenue. Ehlinger agreed. Schadewald said the difference between what Administration Committee and the Benefits Advisory Committee agreed to and the employees thought they were going to get and the plan that was just handed out tonight is \$645,000 in extra cost to the employees. Ehlinger said that that was the proposal. Schadewald said we have to find out where we can get \$645,000 to get back to the original plan that was agreed on. That amount of money on the tax levy is a little over 4 cents. The pay increases total roughly \$850,000 and Schadewald said that one option would be to take it out of pay increases, but he did not want to do that.

Schadewald asked what the general fund transfer policy is. Weininger explained that there is a structural deficit whether you keep it in the fund or outside the fund so it would be better to keep it in the fund. The problem is that there is only \$2.4 million dollars in health fund balance that is unrestricted and if there were five or six high cost claims that could be depleted. Weininger would be very concerned about using fund balance because it is somewhat of a gamble and further, there would need to be adjustments made the following year as well.

Schadewald wants to lay out the options and they would be to increase the levy, find \$645,000 to cut from the budget or shift it all to the employees. Buckley feels this is a good opportunity to challenge fellow Supervisors who want to add to the budget and not address this part. He would like to see this the priority at budget time versus wanting money for other things. He continued that administration has worked the numbers and maybe the employees should share a small part of this. Schadewald disagreed and said the employees are already taking significant hits and he does not want to cut them more.

Weininger said there is \$2.4 million dollars in the unrestricted health account and there is an additional amount to cover the HRAs. Schadewald asked what the implication to the County would be if \$400,000 was taken from the unrestricted dollars to apply to the deficiency. Weininger responded that next year the levy would need to be increased, there would need to be plan design changes or changes to the percentages the employees paid. Schadewald noted that \$3.8 million dollars has been cut with the agreements already made, and perhaps taking \$400,000 from the health account would be an option. Buckley reminded the committee that \$100,000 has also been cut for the D.A.R.E officer.

With regard to the revenue side of the calculation done by administration, Van Dyck asked if when they looked at the total prior revenue, if it stuck out that the prior revenue was X and the new revenue was \$600,000 more. Ehlinger said in hindsight it should have, but what they had to do was look at the revenue in the health and dental fund versus the expense in every other fund and in theory they should have been the same but they were not. Ehlinger is confident that the current revenue number is accurate but noted that there is some variance because staffing levels have changed due to Family Care. Van Dyck asked if the \$600,000 was an ongoing issue. Ehlinger said it was and said that for a single there is \$215 in the system for

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the department charge. To get to the \$17.3 million that is needed for expenses and then the 88% percent of that, they need \$225 so there is roughly a \$10 shortage per single person per pay period. The scenario for family is a shortage of about \$25.00 per pay period. Taking the shortages and multiplying them by the number of employees and then by the number of pay periods, it comes up to \$640,000.

Van Dyck asked if Humana was the only company that came forward with a proposal. Benefits Manager Tom Smith said that during the summer they went out for quotes on insurance plans. The quotes were presented to the Benefits Advisory Committee and they were all significantly higher than the current plan. At the last minute, Humana resubmitted a quote with reduced pricing. Van Dyck said that insurance companies play games all the time and he does not think that the Humana plan is necessarily the answer. Weininger said that to be fair to Humana, they did cap it at 11% increase and also indicated that they would drop that if they participated in the wellness program and also purchased the dental plan. Van Dyck continued that he is not a fan of the tiering system. He thinks if people want to be healthy, they want to be healthy because that is their choice. He agrees, for example, that tobacco users incur more health issues, but if the cost of cigarettes does not change someone's mind, he does not think charging extra on the insurance is going to make a difference either. The point he is trying to make is he is all for promoting health, but it should not be done in a way where people are penalized or rewarded for things that should be a conscientious choice.

Bilski said he has some ideas as to how the shortfall can be handled and he would like to get something worked out tonight. He would like to meet with his insurance people and either come back tonight or come back tomorrow with some ideas. Schadewald told him that he can bring something back at any time prior to the budget meeting. Lund wanted to be sure that Bilski understood, though, that the Committee does not want to see this going on the backs of the employees.

Lund feels this Committee should make a recommendation that we do not want to raise premiums tonight and go through with what we originally had in front of us and whatever is decided on the wages and then we can figure out if we have to cut items in the budget or handle this in some other way. Schadewald recalled that the Executive's budget had figured 17% premiums so what happened was this was cost shifted down to 83% so the budget is not apples to apples. When the \$645,000 was discovered, the shortfall was in those revenue streams. Schadewald agreed that the Board can find some cuts, but he feels that at least \$400,000 needs to be taken out of the health account. He understands that may create a structural deficit for a year but the employees have already done a great job and he feels sorry that they had to make the cuts they did. The \$400,000 would be something that they have a year to figure out before the next budget and he Schadewald feels the employees would appreciate this. This would leave \$245,000 more in cuts and Schadewald would like Bilski to bring any ideas he has to the budget hearing where we can either not take the \$400,000 out or where to find the \$245,000.

Van Dyck said the other thing in the resolution is the wage increase and he feels that we should have a conversation with that while administration goes back and produces the correct resolution for review. The Committee discussed wage increases. Weininger said a 1% COLA across the board effective January 1, 2017 would cover everyone except for the employees represented by unions. The most they can negotiate with the union members are .68%. Weininger would also like to have a conversation regarding who gets the 1% and who does not based on calculations. Schadewald wants to give the employees a wage increase because that was part of the employee benefits discussion. If a performance-based amount is given, the salary never increases. Then when someone needs to be hired, that is when you get the people coming in making more than people have who worked for the County for years. The other reason to give a base wage increase is because the HRAs were taken away so with a wage increase, it is forever.

With regard to the 1% calculation, Ehlinger said that the people that it would not include is Syble Hopp and ADRC because they have already budgeted for it in their departments. The steps for correctional officers would go up by 1% and it would also include 1% for sworn officers and 1% Library staff. The figure of the expense is about \$743,000, levy effect of roughly \$582,000. The Executive's budget has \$572,000 so there is

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a variance of about \$10,000. The people who are excluded, the same rationale would be used with the 1 2 3 plan. It does not include the limited-term employees and Ehlinger has excluded those positions from the calculations.

Moynihan said it is a shame the Board cannot entertain a larger increase for the employees. Buckley asked for clarification as to what positions would not be included in the 1%. Ehlinger said it is basically the limited term employees and passed out a list, a copy of which is attached. Buckley wants to be sure that this is crystal clear to alleviate any questions at budget time.

**Motion made by Supervisor Schadewald, seconded by Supervisor Hoyer to give employees a 1% base wage adjustment as of January 1, 2017. Vote taken. MOTION CARRIED UNANIMOUSLY**

**Motion by substitution made by Supervisor Erickson to include the up to \$500.00 bonus for full-time employees and the up to \$250.00 bonus for part-time employees who make \$79,999 or less. Failed for lack of second.**

The Committee next discussed the section regarding HRA balances and termination/retirement. Smith said that the way he interprets this is if an employee is to continue on retiree coverage or take COBRA continuation coverage, they would be eligible to use the HRA dollars. Schadewald asked if language should be added that people who retire have two years to use the HRA dollars. A discussion ensued regarding the difference between *retirement* and *termination*. Weininger said that when an employee is going to retire, they go to HR and fill out a retirement form. That would be the definition of retirement. Smith said those retirees are few and far between versus the intent of this which is getting the money back from the employees who quit to go to another job. Smith felt it would be fiscally responsible to let the employees who retire spend their HRA dollars over a two year period.

Ehlinger said that the roughly \$17.3 million dollars for expenses includes a credit of \$153,000 for the assumption that there will be savings to the County for 90 days versus two years and he asked if this credit should be taken out of the calculation. Lund responded that it would have to be parsed by how many retirements there are going to be compared to separations. You would just do the average retirements per year to figure out the cost. Ehlinger said that the \$153,000 was an estimate and Lund said it should just be left as an estimate and then in next year's budget they will know how many people retired so there will be an average amount of people who retire and an average amount of separations.

**Motion made by Supervisor Schadewald, seconded by Supervisor Moynihan to add language that states employees who retire will continue to have two years to spend down their available HRA balance. Vote taken. Ayes: Lund, Moynihan, Erickson, Hoyer, Schadewald, Van Dyck Nay: Buckley. MOTION CARRIED 6 TO 1**

The next part of the discussion concerned the VEBA accounts. Schadewald noted that the Benefits Advisory Committee asked that VEBA administration fees become the employees' responsibility at the end of 2017, not 2016. Ehlinger said that that would have a dollar amount of \$35,000. Schadewald said they went through this at Administration Committee and felt that they will start having the employees pay the administration fees of the VEBA on their own. Van Dyck feels there are bigger fish to fry with this and he feels that extending this a year will just promote people waiting 12 more months to figure out what they have to do. Keeping it at the end of 2016 will make people decide what they have to do with it sooner rather than later.

Juno said the reason they were looking to start paying it in 2018 was because there has not been a lot of communication as to who has VEBA dollars and by going out a year it would allow people time to run down the VEBA dollars before taking on the additional fee. She noted employees did not ask to be in the VEBA, they had an HSA but were moved into the VEBA. At one time they were told the monthly fees were \$9 and another time they were told the fees would be \$3-4 if they went to another vendor. Lund asked what the

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\$35,000 cost of the VEBA is and Ehlinger said that it was an estimated amount. Smith said that in August when he looked this up there were 488 participations, 88 were terminated employees so there were 400 employees at \$9.00 each would be \$36,000. There is another vendor they could look at that would reduce costs to about \$4.50 per person. Schadewald pointed out that the lower vendor would not save the County any money, but it would save the employees some money. Van Dyck asked if the VEBA funds could be liquidated into some other type of fund and he would like a legal opinion on that. If there is no opposition to the employees spending the funds, he feels we should just get rid of the account.

**Motion made by Supervisor Van Dyck, seconded by Supervisor Schadewald to approve the resolution with the modifications made and direct HR and administration to resolve the \$645,000 fund balance shortfall. Vote taken. MOTION CARRIED UNANIMOUSLY**

- 8. Resolution Approving New or Deleted Positions during the 2017 Budget Process in the *Child Support* Table of Organization and the *Corporation Counsel* Table of Organization.**

**Motion made by Supervisor Schadewald, seconded by Supervisor Moynihan to approve. Vote taken. MOTION CARRIED UNANIMOUSLY**

- 9. Resolution Approving New or Deleted Positions during the 2017 Budget Process in the *Human Resources* Table of Organization.**

**Motion made by Supervisor Schadewald, seconded by Supervisor Hoyer to approve. Vote taken. MOTION CARRIED UNANIMOUSLY**

- 10. Resolution Approving New or Deleted Positions during the 2017 Budget Process in the *Technology Services* Table of Organization.**

**Motion made by Supervisor Erickson, seconded by Supervisor Schadewald to approve. Vote taken. MOTION CARRIED UNANIMOUSLY**

- 11. Resolution Approving New or Deleted Positions during the 2017 Budget Process in the *Medical Examiner* Table of Organization.**

**Motion made by Supervisor Hoyer, seconded by Supervisor Schadewald to approve. Vote taken. MOTION CARRIED UNANIMOUSLY**

- 12. Resolution Approving New or Deleted Positions during the 2017 Budget Process in the *Brown County Library* Table of Organization.**

**Motion made by Supervisor Van Dyck, seconded by Supervisor Moynihan to approve. Vote taken. MOTION CARRIED UNANIMOUSLY**

- 13. Resolution Approving New or Deleted Positions during the 2017 Budget Process in the *NEW Zoo* Table of Organization.**

**Motion made by Supervisor Van Dyck, seconded by Supervisor Moynihan to approve. Vote taken. MOTION CARRIED UNANIMOUSLY**

- 14. Resolution Approving New or Deleted Positions during the 2017 Budget Process in the *Zoo and Park Management* Table of Organization.**

**Motion made by Supervisor Van Dyck, seconded by Supervisor Erickson to approve. Vote taken. MOTION CARRIED UNANIMOUSLY**

15. Resolution Approving New or Deleted Positions during the 2017 Budget Process in the *Health Department and Human Services Department* Table of Organization.

Motion made by Supervisor Hoyer, seconded by Supervisor Schadewald to approve. Vote taken. MOTION CARRIED UNANIMOUSLY

16. Resolution Approving New or Deleted Positions during the 2017 Budget Process in the *Human Services – Community Programs* Table of Organization.

Motion made by Supervisor Hoyer, seconded by Supervisor Schadewald to approve. Vote taken. MOTION CARRIED UNANIMOUSLY

17. Resolution Approving New or Deleted Positions during the 2017 Budget Process in the *Airport* Table of Organization.

Motion made by Supervisor Erickson, seconded by Supervisor Moynihan to approve. Vote taken. MOTION CARRIED UNANIMOUSLY

18. Resolution Approving New or Deleted Positions during the 2017 Budget Process in the *Planning and Land Services* Table of Organization.

Motion made by Supervisor Moynihan, seconded by Supervisor Schadewald to approve. Vote taken. MOTION CARRIED UNANIMOUSLY

19. Resolution Approving New or Deleted Positions during the 2017 Budget Process in the *Port and Resource Recovery Department* Table of Organization.

Motion made by Supervisor Hoyer, seconded by Supervisor Moynihan to approve. Vote taken. MOTION CARRIED UNANIMOUSLY

20. Resolution Approving New or Deleted Positions during the 2017 Budget Process in the *Public Works* Table of Organization.

Motion made by Supervisor Erickson, seconded by Supervisor Moynihan to approve. Vote taken. MOTION CARRIED UNANIMOUSLY

21. Resolution Approving New or Deleted Positions during the 2017 Budget Process in the *Public Works* Table of Organization Changing the Allocation of Costs for Certain Positions.

Motion made by Supervisor Erickson, seconded by Supervisor Moynihan to approve. Vote taken. MOTION CARRIED UNANIMOUSLY

22. Resolution Approving New or Deleted Positions during the 2017 Budget Process in the *Public Works – Facility Management* Table of Organization.

Motion made by Supervisor Erickson, seconded by Supervisor Moynihan to approve. Vote taken. MOTION CARRIED UNANIMOUSLY

23. Resolution Approving New or Deleted Positions during the 2017 Budget Process in the *Public Works* Table of Organization.

*This item was struck from the agenda.*



**24. Resolution Approving New or Deleted Positions during the 2017 Budget Process in the  
*Register of Deeds* Table of Organization.**

Motion made by Supervisor Hoyer, seconded by Supervisor Van Dyck to approve. Vote taken. **MOTION CARRIED UNANIMOUSLY**

**25. Resolution Approving New or Deleted Positions during the 2017 Budget Process in the  
*U.W. Extension* Table of Organization.**

Motion made by Supervisor Erickson, seconded by Supervisor Schadewald to approve. Vote taken. **MOTION CARRIED UNANIMOUSLY**

**26. Resolution Approving New or Deleted Positions during the 2017 Budget Process in the  
*Public Safety Communications* Table of Organization.**

Motion made by Supervisor Schadewald, seconded by Supervisor Moynihan to approve. Vote taken. **MOTION CARRIED UNANIMOUSLY**

**27. Resolution Approving New or Deleted Positions during the 2017 Budget Process in the  
*Sheriff's Department* Table of Organization.**

Motion made by Supervisor Schadewald, seconded by Supervisor Hoyer to approve. Vote taken.

Ayes: Schadewald, Hoyer, Lund, Moynihan, Erickson      Nay: Van Dyck

**MOTION CARRIED 5 to 1**

**NON-BUDGET REVIEW**

**Comments from the Public – Non-Budgetary Items.** None.

**Communications**

**28. Communication from Supervisor Erickson re: Request consideration of increasing the daily fee for use of jail by municipalities on civil forfeiture bench warrants from \$40.00 per day to \$200.00 per day. Issue is use of jail for collection of fines – jail overcrowding – cost to house. *Referred from October County Board.***

Erickson recalled that he submitted a communication at the last County Board meeting which was referred to Public Safety and then to the Criminal Justice Coordinating Board. The above communication is something that the Criminal Justice Coordinating Board suggested and it is now before this Committee.

Buckley said this appears to be another case where the issue never went before the Sheriff's Department or the Public Safety Committee which would be the parent committee. He is not sure if the full ramifications are understood or what the ultimate goal of increasing the cost per day from \$40 to \$200 is and asked Erickson for further explanation. Erickson said it is his understanding that people are being picked up on Fridays and placed in jail for the weekend on small bench warrants. This is costing the County three days in jail and the people turn around on Monday or Tuesday and pay the warrant and are cleared. If the daily charge is increased, the community is going to have to decide if they want to pursue these small bench warrants by putting these people in jail and costing the County, which is the municipalities, several days of incarceration. Buckley responded that if the municipalities decide they do not want to pick people up for the small warrants, there would be no teeth and it would actually pay to commit a crime. Erickson commented that maybe the fines should be bigger. Buckley said the City of Green Bay would have to pay another half million dollars to house inmates under this proposal, or, alternatively they wouldn't issue any warrants at all because they do not want to pay increased jail costs. The result would be no teeth in any type of municipal action so the warrants will become irrelevant. Then what will happen is the police, instead of picking someone up on a disorderly conduct and issuing a municipal citation and sending them on their

way, they will take them on a state charge and lock them up and then not only will the jail be more full, but the DA's office will also be affected with an overabundance of work which is actually going to end up costing more money. Buckley said if this would have been taken to the Sheriff's Department or Public Safety this could have all be explained.

**Motion made by Supervisor Schadewald, seconded by Supervisor Van Dyck to refer to Public Safety Committee for consideration and analysis. Vote taken. MOTION CARRIED UNANIMOUSLY**

**Reports**

**29. County Executive Report.**

*No report; no action.*

**30. Human Resources Report.**

*No report; no action.*

**Resolutions/Ordinances**

**31. Ordinance to Amend Sections 4.49 and 4.57 of the Brown County Code of Ordinances Entitled, Respectively, as "Extra Pay" and "Policy". Held for 30 days.**

*This Item was held.*

**32. Ordinance to Amend Section 4.57 of the Brown County Code of Ordinances Entitled "Policy". Referred to Exec from October County Board.**

Bilski said the direction he received last time with regard to this item was to come back with several costs. Including vacations and holidays in the computation of overtime and applying that principal to all departments and adding in WRS and FICA would amount to \$103,367. He would be remiss if he did not say that there is also some application to some of the administrative departments and he feels adding \$30,000 for that would be appropriate which would bring this to approximately \$133,000. Lund asked if Bilski took into account that some of this would be paid by the State for the Highway Department and if he subtracted out the Airport because they are an enterprise fund. Bilski said that he did account for State payments to the Highway Department. The Airport itself accounted only for about \$1,300 of this.

Erickson asked about the holidays and vacation days and what it had to do with anything. Bilski said that that was for proposal one off of Fontecchio's original letter. Erickson said that what we are talking about here is overtime over scheduled hours. For example, if someone is scheduled to work 40 hours and they works 10 hours Monday and Tuesday, they would have a total of four hours overtime, but if they were to take vacation on Friday, it would not make a difference. Once 40 hours hit, it triggers the overtime. Erickson said the vacation time would count towards the hours. Lund said that under the Fair Labor Standards Act a person cannot get overtime until after they work 40 hours, unless the organization would so will.

Bilski continued that to be along the line where anything outside of the hours is in essence overtime, it would be \$169,000 countywide plus the \$30,000 would also have to be added for a total of about \$199,000. Bilski also noted that he was charged with a rewrite of Chapter 4. This proposal would be in essence everything outside the eight hour window. He said it always gets pricy when you are talking about anything beyond the eight hours or beyond the schedule because it hits in so many other ways.

The third proposal was for only the winter plowing months. Bilski said that applying that countywide would be about \$111,000 plus the \$30,000, but it would be a little more difficult to convince other departments that this made sense.

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Schadewald asked Bilski for his opinion as the Interim HR Director as to which recommendation would be best. Bilski replied that in terms of cost effectiveness it would be vacation and holidays included. Schadewald clarified that what he is referring to would be to change the Code to say that vacation and holiday hours now count toward the 40 hours which would lead to more overtime payments. Bilski responded that that was correct. Schadewald asked if this is really changing Section 4.57 or if it is a different part. Schadewald said that somewhere in Code 4 it says that vacation and holiday hours do not count toward the holiday time. Corporation Counsel Dave Hemery said the language is currently set forth in Section 1.

Van Dyck said he understands this, but if there is \$133,000 to spend, he would rather see it given out as wages across the board. He does not necessarily disagree with this, he is just looking at it as going into the budget meeting next week being \$645,000 short on the health insurance and he feels that there will probably be other things that come up as well, and if we are going to expend \$133,000 he would rather see it benefit everyone instead of only those that may be impacted by overtime.

Schadewald said there are many employees throughout the County that struggle with the idea that they are working over 40 hours including their vacation and holidays and not getting paid overtime when they are asked to come in at night or on holidays and weekends and he thinks this is a good first step. His proposal is that this be piece-mealed because you can only do so much so often. There are people at the 911 center, the sanitarians, Highway Department, Airport, CTC, etc. that this would affect. He does not see this as a cure-all but sees it as more of a part of a package. He will be looking for cuts wherever possible to come up with the money while maintaining the flat rate. He said there are a fair number of employees that get that overtime should be compensated. He is looking at a total package of a 1% wage increase and changes to the health insurance and this is something that the employees who work overtime would appreciate.

Erickson agreed with Schadewald and elaborated that the vast majority of this ordinance change pertains to 24/7 employees. If there is a bad snow day, the staff at the CTC has to go in, sanitarians have to work, airport people and plow drivers are all working but everyone else can call in and take vacation or sometimes he hears that the County is shut down. The plows don't shut down, the CTC doesn't shut down, the 911 center doesn't shut down. These are all of the services that are most needed and all he wants to do is compensate these people fairly for getting up in the middle of the night and working holidays and losing time with their families. He backs this and feels very strongly about it and feels the employees deserve it.

Weininger asked if this would take effect upon passing or starting in 2017. It was indicated that the intent was for it to start in 2017. Weininger also asked if the Committee wished to increase the special taxes and revenues to increase the levy amount in wages by that amount so we are not creating a structural deficit in 2017. Weininger said that the Ordinance could be passed tonight and then considered at the budget meeting and then the funds could be provided in the wage adjustment line to cover the \$133,000. Bilski said that the \$133,000 would have to be added to the levy or cut from somewhere else.

Van Dyck said this is really far off of where it originally started, but he understands how we got here because there was a concern that we needed to look at this across the whole county so this was a new twist on what was originally proposed. He also understands that it would probably help correct certain situations that exist, but he would also ask that the potential of this causing issues be considered. It seems that sometimes when things are done, there is a positive effect, but then it creates a negative effect in the sense that sometimes people are working the system in the opposite direction. He would like the department heads to take a look to see if there are situations that this could cause things that they don't want to cause. Lund understood what Van Dyck was saying but feels it is up the department heads to manage the overtime. If there is no snow, for example, the plow drivers should not be working overtime.

Fontecchio said that by example, in the month of December, he can allow a number of plow drivers to be off for vacation, but he can allow two to be unavailable and this is the tough part. If he goes less than two, he will hit minimal staffing which will sacrifice plow routes. If the rest of the people are on vacation and it

snows, then he needs these guys to come in and if they were on vacation all week, they come in and plow snow at straight time until they reach 40 hours. Van Dyck asked about the opposite direction when the hours were worked and then they want time off because they know they will get paid overtime. Lund said that this would be for people who were scheduled off and Fontecchio would have to manage this so it doesn't become an issue.

Erickson commented that Fontecchio has basically three different shifts and they are all designed that when it snows they automatically go to a certain shift, and by doing that they have actually been able to reduce overtime at Public Works and a high percentage of that work is actually paid back by the State and municipalities. Erickson brought this up specifically for plow drivers and airport personnel and it was expanded from there. There will definitely be a reduction in overtime the way the program is laid out now.

Schadewald said Van Dyck brought up a good point and said we are trying to help the employees. If there are employees in any department that game this, we will find out about it there could be consequences. He will charge the managers with watching this and if the system is being gamed policies will be enacted to deal with it.

**Motion made by Supervisor Schadewald, seconded by Supervisor Erickson to delete the word *not* in Code 4.57, Section 1 so it reads "are considered hours worked" effective January 1, 2017. Vote taken. MOTION CARRIED UNANIMOUSLY**

**Motion made by Supervisor Moynihan, seconded by Supervisor Schadewald to reconsider Taxes and Special Revenue. Vote taken. MOTION CARRIED UNANIMOUSLY**

**Motion made by Supervisor Schadewald, seconded by Supervisor Erickson to adjust the wage adjustments by \$133,303 and change that line to \$1,080,000. Vote taken. MOTION CARRIED UNANIMOUSLY**

**Other**

**33. Such other matters as authorized by law. None.**

**34. Adjourn.**

**Motion made by Supervisor Moynihan, seconded by Supervisor Erickson to adjourn at 8:53 pm. Vote taken. MOTION CARRIED UNANIMOUSLY**

Respectfully submitted,

Therese Giannunzio  
Recording Secretary

111

**PROCEEDINGS OF THE BROWN COUNTY**  
**EXECUTIVE COMMITTEE**

Pursuant to Section 18.94 Wis. Stats., a special meeting of the **Brown County Executive Committee** was held on Wednesday, November 2, 2016 in Room 207 of City Hall, 100 N. Jefferson Street, Green Bay, Wisconsin.

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**Present:** Chair Lund, Vice-Chair Moynihan, Supervisors Hoyer, Schadewald, Erickson, Van Dyck  
**Also Present:** Public Works Director Paul Fontecchio

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*\*Audio of this meeting is available by contacting the County Board office at 920-448-4015*

**I. Call meeting to order.**

The meeting was called to order by Chair Lund at 8:45 am

**II. Approve/modify agenda.**

**Motion made by Supervisor Erickson, seconded by Supervisor Moynihan to approve. Vote taken.**  
**MOTION CARRIED UNANIMOUSLY**

**Comments from the Public.** None.

**Resolutions, Ordinances**

- 1. Resolution Approving New or Deleted Positions during the 2017 Budget Process in the Public Works Table of Organization.**

**Motion made by Supervisor Erickson, seconded by Supervisor Moynihan to approve. Vote taken.**  
**MOTION CARRIED UNANIMOUSLY**

**Other**

- 2. Such other matters as authorized by law. None.**
- 3. Adjourn.**

**Motion made by Supervisor Moynihan, seconded by Supervisor Erickson to adjourn at 8:48 am.**  
**Vote taken. MOTION CARRIED UNANIMOUSLY**

Respectfully submitted,

Therese Giannunzio  
Recording Secretary



**Brown County LEAN Steering Committee  
Minutes of September 1, 2016 Meeting**

**Attendance:** Cathy Williquette Lindsay, Brian Simons, Paul Fontecchio, Brad Hopp, Renee Ruiz, Andrea Holden, Maria Lasecki, and Judy Knudsen

**Excused:** August Neverman, Chad Weininger, and Troy Streckenbach

**Approve Minutes July 7, 2016:** A motion was made by Brad Hopp and seconded by Paul Fontecchio to approve the July 7, 2016 minutes. Motion carried.

**LEAN Budget Report:** No items were submitted for payment.

**Request to Join Steering Committee:** A motion was made by Cathy Williquette Lindsay and seconded by Brian Simon to approve the appointment of Andrea Holden, Administration Communications Coordinator, to the LEAN Steering Committee. Motion carried.

**Ariens Tour:** Cathy Williquette Lindsay provided a summary of the tour and shared the power point presented to LEAN Facilitators who recently toured Ariens. The group found the tour and presentation to be informative.

**Review/Update LEAN Mission and Vision Statements:** After a discussion of this agenda item, it will be tabled with further discussion necessary. A half or full day will be scheduled later this fall to address these items. Brad Hopp offered to provide a facilitator from Hudson Sharp.

**Next Meeting:** Scheduled for October 6, 2016 at noon in the Veterans Conference Room.

Respectfully Submitted  
Judy Knudsen

**ATTORNEY BILLS SUBMITTED TO THE EXECUTIVE COMMITTEE  
FOR November 16, 2016 MEETING**

LAW FIRM	INVOICE NUMBER	DATE	AMOUNT	FOR
ATTY. GARY WICKERT	12W27-10212016	10/21/2016	\$ 6,090.00	Airport General
Arenz, Molter, Macy, Riffle & Larson SC	578	10/17/2016	\$1,649.00	Foodshare fraud investigation
Arenz, Molter, Macy, Riffle & Larson SC	582	10/17/2016	\$1,870.60	Various Legal Matters
von Briesen & Roper, S.C.	222206	10/12/2016	\$220	Sheriff's Dept. Labor Assn.
von Briesen & Roper, S.C.	222207	10/12/2016	\$5,520	Personnel matters
von Briesen & Roper, S.C.	222209	9/9/2016	\$13,160	Personnel matters
Total ----			\$ 28,509.66	

**GARY A. WICKERT, S.C.**  
*Attorney and Counselor at Law*  
801 E. WALNUT • P.O. BOX 1656  
GREEN BAY, WISCONSIN 54305

Gary A. Wickert

Telephone (920) 433-9425

Fax (920) 432-9188  
wicklaw@gbonline.com

October 21, 2016

Brown County Airport  
P.O. Box 23600  
Green Bay WI 54305-3600

Re: General Matters  
Our File No. 12 W 27

**STATEMENT**

<u>DATE</u>	<u>FOR SERVICES RENDERED:</u>	<u>HOURS</u>
10/5	Letter from Tom Miller re: RFP-ARFF;	.10
	Phone conference with Tom Miller and Marty	
	Piette re: ARFF, security body camera, etc.;	1.25
	Phone conference with E. Dunning re: record	
	retention;	
	Review of Open Records re: body camera	1.00
10/6	Review information from Tom Miller and Eric,	
	etc., re: open records;	.75
	Research re: record retention requirements, etc.;	1.00
	Research re: body camera, public records, etc.;	
	Phone conference with Tom Miller re: body	
	camera, etc.;	1.20
	Memo to file re: body camera use	.65
10/7	Phone conference with Sue Bertrand re: GBP	
	insurance certificate;	.15
	Letter to Attorney Adam Winters at GBP	.20
10/10	Letter to Tom Miller re: body camera	.10
10/12	Review correspondence re: Lyft and review proposed	
	Operating Agreement;	.50
	Phone conference with Sue Bertrand re: ground	
	transportation;	.75
	Revise ground transportation ordinance and	
	prepare "clean version;	.25
	Review and revise Permit - Taxicab;	.15
	Review and revise Permit - TNC;	.15
	Letter to Tom Miller re: ground transportation	.25
10/13	Phone conference with Sue Bertrand re: prearranged	
	transport services and review ordinance for	
	definition;	.35
	Correspondence from Sue Bertrand/Tom Miller re:	
	AT&T easement;	.10
	Review Amano/Millennium Digital file;	.10
	Phone conference with Sue Bertrand re: Amano	
	and Pro-Tec;	.50
	Review ARFF/AS file and prepare revised	
	paragraph 4.1 re: performance bond;	1.00
	Prepare proposed revision to Attachment A-ARFF/AS	
	re: minimum personnel;	

Batch# 11112016lm



Page Two  
October 21, 2016

10/13	Letter from Sue Bertrand re: Lyft;	
	Letter to Tom Miller re: Pro-Tec - ARFF/AS	1.85
10/14	Review FAA navigational aids subfile;	
	Phone conference with Sue Bertrand re: Navigational aids	.35
10/18	Email from Tom re: ARFF/AS;	.10
	Review correspondence - GBP-environment insurance self-insured and review confidentiality agreement;	
	Phone conference with Sue Bertrand re: GBP, Amano, etc.;	.60
	Phone conference with Tom Miller and Sue Bertrand re: GBP;	.75
	Brief review of open records law re: trade secrets/financial information	.20
10/19	Research re: open records/financial data/trade secret exemption;	.75
	Phone conference with Sue Bertrand re: GBP;	.25
	Letter from Sue Bertrand re: GBP	.10
10/20	Letter from Adam Winters at GBP;	.10
	Phone conference with Adam Winters at GBP;	.35
	Phone conference with Tom Miller re: GBP, Amano, etc.;	.50
	Review financial information from GBP and email to Tom Miller;	.15
	Review Amano subfile re: conference call;	
	Prepare draft amendment to GBP lease;	1.00
	Meeting with Tom Miller and Sue Bertrand and conference call re: Amano	2.75
10/21	Prepare First Amendment to Lease (GBP);	
	Letter to Attorney Adam Winters (GBP).	.50
	TOTAL HOURS:	21.00

21.99 HOURS @ \$290.00 PER HOUR = \$6,090.00

AMOUNT DUE ON ACCOUNT: \$6,090.00

Thank you.  
GAW:prn

1 km

# Arenz, Molter, Macy, Riffle & Larson SC

720 N. East Ave, PO Box 1348  
Waukesha, WI 53187  
Phone: (262) 548-1340  
www.ammrlsc.net

## INTERIM INVOICE

Invoice # 578  
Date: 10/17/2016  
Due On: 11/16/2016

Brown County  
Rebecca S. Lindner - via email  
Brown County Asst. Corporation Counsel  
305 E. Walnut Street, Ste. 680  
Green Bay, WI 54305

RECEIVED BY  
OCT 17 2016  
Brown County  
Corporation Counsel

### USDOJ Brown County Sheriff's Department LEP Investigation

CONFIDENTIAL

THIS DOCUMENT IS ATTORNEY-CLIENT PRIVELEGED AND ATTORNEY WORK PRODUCT

IT IS NOT SUBJECT TO DISCLOSURE UNDER THE PUBLIC RECORDS LAW WITHOUT APPROVAL BY THE  
CLIENT AND ATTORNEY

Attorney	Date	Description	Quantity	Rate	Total
RDB	08/31/2016	Review Recent Discovery Demands from USDOJ and Correspondence with Asst. Corporation Counsel Lindner Regarding Availability to Meet with Sheriff's Department	0.20	\$170.00	\$34.00
RDB	09/20/2016	Initial Review of USDA Requests for Documents and Position Statements from State and State Response Thereto and Upcoming Civil Rights Interviews of County Employees; Telephone Conference with Jenny Hoffman Regarding Same; Correspondence with Rebecca Lindner Regarding Same	1.00	\$170.00	\$170.00
RDB	09/21/2016	Drive to and from Green Bay for Further Meetings, Analysis and Review of USDA-Civil Rights Unit Investigation	4.00	\$170.00	\$680.00
RDB	09/21/2016	Further Meetings, Analysis and Review of USDA-Civil Rights Unit Investigation	4.00	\$170.00	\$680.00
RDB	09/28/2016	Telephone Conference with Jenny Hoffman and Director Erik Pritzl Regarding USDA Requests for Documents and Position Statements	0.50	\$170.00	\$85.00

Quantity Subtotal	9.7
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Time Keeper	Quantity	Rate	Total
Remzy D. Bitar	9.7	\$170.00	\$1,649.00
Quantity Total			9.7
Subtotal			\$1,649.00
Total			\$1,649.00

## Detailed Statement of Account

### Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
445	09/11/2016	\$68.00	\$0.00	\$68.00

### Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
578	11/16/2016	\$1,649.00	\$0.00	\$1,649.00
Outstanding Balance				\$1,717.00
Total Amount Outstanding				\$1,717.00

Please make all amounts payable to: Arenz, Molter, Macy, Riffle & Larson SC

# Arenz, Molter, Macy, Riffle & Larson SC

720 N. East Ave, PO Box 1348  
Waukesha, WI 53187  
Phone: (262) 548-1340  
www.ammrlsc.net

## INTERIM INVOICE

Invoice # 582  
Date: 10/17/2016  
Due On: 11/16/2016

Brown County  
Rebecca S. Lindner - via email  
Brown County Asst. Corporation Counsel  
305 E. Walnut Street, Ste. 680  
Green Bay, WI 54305

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OCT 17 2016  
Brown County  
Corporation Counsel

### Brown County - Various Legal Matters

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Attorney	Date	Description	Quantity	Rate	Total
RDB	09/23/2016	Initial Analysis of Correspondence from Assistant Corporation Counsel Lindner Regarding Blood Draw Issues Involving Sheriff Department, Hospital and Mental Health	0.80	\$199.00	\$159.20
RDB	09/29/2016	Research Regarding Chapter 51 and Fourth Amendment Relative to Blood Draw Issue	0.80	\$199.00	\$159.20
RDB	09/30/2016	Telephone Conference with Captain Sandberg Regarding Blood Draw Legal Issue	0.50	\$199.00	\$99.50
RDB	10/03/2016	EL - Research Chapter 51 Blood Draw Issues	1.50	\$199.00	\$298.50
RDB	10/03/2016	EL - Research Practices in Other Counties Regarding Blood Draw Issues	0.60	\$199.00	\$119.40
RDB	10/06/2016	EL - Research Statutory and Case Decisions Concerning Blood Draw in Chapter 51 Matters	1.50	\$199.00	\$298.50
RDB	10/06/2016	EL - Draft Memorandum with Conclusions and Recommendations Regarding Blood Draw Issues	0.50	\$199.00	\$99.50

RDB	10/07/2016	Complete Analysis and Drafting of Memo Regarding Blood Draw Issue and Telephone Conference with Captain Sandberg Regarding Conclusions	1.50	\$199.00	\$298.50
RDB	10/07/2016	EL - Conferences with Caption Sandberg Regarding Blood Draw Issues	0.60	\$199.00	\$119.40
RDB	10/07/2016	EL - Letter to Captain Sandberg Regarding Blood Draw Issues	0.30	\$199.00	\$59.70
RDB	10/10/2016	Examine Correspondence from Assistant Corporation Counsel Lindner Regarding Sheriff Department Legal Issue Involving the Handling of Subjects with Suicidal Ideation	0.20	\$199.00	\$39.80
RDB	10/10/2016	EL - Review Hospital Letter Document Provided by Captain Sandberg Regarding Blood Draw Issues	0.30	\$199.00	\$59.70
RDB	10/10/2016	EL - Review Attorney Lindner's Comments on Hospital Letter Document Provided by Captain Sandberg Regarding Blood Draw Issues	0.30	\$199.00	\$59.70

Quantity Subtotal 9.4

Time Keeper	Quantity	Rate	Total
Remzy D. Bitar	9.4	\$199.00	\$1,870.60
	Quantity Total		9.4
	Subtotal		\$1,870.60
	Total		\$1,870.60

## Detailed Statement of Account

### Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
582	11/16/2016	\$1,870.60	\$0.00	\$1,870.60
		Outstanding Balance		\$1,870.60
		Total Amount Outstanding		\$1,870.60

Please make all amounts payable to: Arenz, Molter, Macy, Riffle & Larson SC

RECEIVED BY  
OCT 17 2016  
Brown County  
Corporation Counsel

BROWN COUNTY  
ATTN: KRISTEN HOOKER  
305 EAST WALNUT STREET  
P.O. BOX 23600  
GREEN BAY, WI 54305-3600

INVOICE NO. 222206  
INVOICE DATE OCTOBER 12, 2016  
TAX ID. 39-1576289

CLIENT NO. 009948

SHERIFF'S DEPT. NON-SUP. LABOR ASSN. 2017-18  
CURRENT FEES THIS MATTER

\$220.00

CURRENT FEES

\$220.00

TOTAL CURRENT CHARGES THIS BILL

\$220.00

TOTAL AMOUNT DUE

\$220.00

BROWN COUNTY  
ATTN: KRISTEN HOOKER  
305 EAST WALNUT STREET  
P.O. BOX 23600  
GREEN BAY, WI 54305-3600

INVOICE 222206  
INVOICE DATE OCTOBER 12, 2016  
TAX ID. 39-1576289  
ATTY. ANDREW T. PHILLIPS

SHERIFF'S DEPT. NON-SUP. LABOR ASSN. 2017-18 ATTER NO. 009948-00019

PROFESSIONAL SERVICES RENDERED THROUGH SEPTEMBER 30, 2016

09/13/16 WGB EMAIL CORRESPONDENCE TO TEAM REGARDING DEVELOPMENT OF INITIAL PROPOSAL; BEGIN ANALYSIS OF CONTRACT FOR POSSIBLE PROPOSALS.	1.00	220.00
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CURRENT FEES FOR THIS MATTER	\$220.00
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**BILLING SUMMARY**

CURRENT FEES FOR THIS MATTER	\$220.00
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TOTAL CURRENT CHARGES THIS MATTER	\$220.00
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TOTAL AMOUNT DUE FOR THIS MATTER	\$220.00
----------------------------------	----------

RECEIVED BY  
OCT 17 2016  
Brown County  
Corporation Counsel

BROWN COUNTY  
ATTN: KRISTEN HOOKER  
305 EAST WALNUT STREET  
P.O. BOX 23600  
GREEN BAY, WI 54305-3600

INVOICE NO. 222207  
INVOICE DATE OCTOBER 12, 2016  
TAX ID. 39-1576289

CLIENT NO. 009948

FONFEREK CONDEMNATION REVIEW  
CURRENT FEES THIS MATTER

\$5,520.00

CURRENT FEES

\$5,520.00

TOTAL CURRENT CHARGES THIS BILL

\$5,520.00

TOTAL AMOUNT DUE

\$5,520.00



BROWN COUNTY  
ATTN: KRISTEN HOOKER  
305 EAST WALNUT STREET  
P.O. BOX 23600  
GREEN BAY, WI 54305-3600

INVOICE 222207  
INVOICE DATE OCTOBER 12, 2016  
TAX ID. 39-1576289  
ATTY. ANDREW T. PHILLIPS

FONFEREK CONDEMNATION REVIEW

MATTER NO. 009948-00021

PROFESSIONAL SERVICES RENDERED THROUGH SEPTEMBER 30, 2016

09/16/16 AHM	REVIEW MATERIALS AND NOTES; PREPARATION OF CORRESPONDENCES.	2.00	800.00
09/18/16 AHM	REVIEW MATERIALS AND NOTES; PREPARATION OF CORRESPONDENCE AND NOTES.	1.00	400.00
09/19/16 NJB	CONFERENCE WITH ALAN MARCUVITZ REGARDING LITIGATION AND PREPARE SUBSTITUTION OF COUNSEL PAPERWORK AND NOTICE OF MOTION AND MOTION TO ADJOURN PRE-TRIAL AND TRIAL AND EXPLANATORY COVER LETTER.	1.20	270.00
09/19/16 ATP	EMAILS REGARDING STATUS AND OVERVIEW OF APPRAISALS; ANALYSIS OF DOCUMENTS; MEETING WITH ATTORNEY MARUVITZ REGARDING STRATEGY; CONFERENCE CALL WITH CORPORATION COUNSEL.	1.20	360.00
09/20/16 AHM	CONFERENCE WITH CLIENT.	5.00	2000.00
09/21/16 AHM	REVIEW MATERIALS AND NOTES; PREPARATION OF CORRESPONDENCE AND DOCUMENTS.	4.00	1600.00
09/21/16 ATP	MEETING WITH ATTORNEY MARCUVITZ REGARDING STRATEGY FOR CASE AND TRIAL.	.30	90.00

CURRENT FEES FOR THIS MATTER

\$5,520.00

BROWN COUNTY  
009948-00021

PAGE 2

BILLING SUMMARY

CURRENT FEES FOR THIS MATTER	\$5,520.00
TOTAL CURRENT CHARGES THIS MATTER	\$5,520.00
TOTAL AMOUNT DUE FOR THIS MATTER	\$5,520.00

RECEIVED BY  
OCT 17 2016  
Brown County  
Corporation Counsel

BROWN COUNTY  
ATTN: KRISTEN HOOKER  
305 EAST WALNUT STREET  
P.O. BOX 23600  
GREEN BAY, WI 54305-3600

INVOICE NO. 222209  
INVOICE DATE OCTOBER 12, 2016  
TAX ID. 39-1576289

CLIENT NO. 009948

SICK LEAVE GRIEVANCE

BALANCE FORWARD THIS MATTER	\$13,222.42
CURRENT FEES THIS MATTER	\$9,461.50

GENERAL

BALANCE FORWARD THIS MATTER	\$2,024.00
CURRENT FEES THIS MATTER	\$286.00

HEALTH INSURANCE LITIGATION

BALANCE FORWARD THIS MATTER	\$88.00
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SUPERVISORY LAW ENFORCEMENT BARGAINING

BALANCE FORWARD THIS MATTER	\$1,703.76
CURRENT FEES THIS MATTER	\$3,344.00
CURRENT DISBURSEMENTS THIS MATTER	\$68.56

ELFE GRIEVANCE

BALANCE FORWARD THIS MATTER	\$126.36
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WELSING GRIEVANCE

BALANCE FORWARD THIS MATTER	\$126.36
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BROWN COUNTY  
009948

CURRENT FEES	\$13,091.50
CURRENT DISBURSEMENTS	\$68.56
	<hr/>
TOTAL CURRENT CHARGES THIS BILL	\$13,160.06
BALANCE FORWARD	\$17,290.90
	<hr/>
TOTAL AMOUNT DUE	\$30,450.96

BROWN COUNTY  
ATTN: KRISTEN HOOKER  
305 EAST WALNUT STREET  
P.O. BOX 23600  
GREEN BAY, WI 54305-3600

INVOICE 222209  
INVOICE DATE OCTOBER 12, 2016  
TAX ID. 39-1576289  
ATTY. ANDREW T. PHILLIPS

SICK LEAVE GRIEVANCE

MATTER NO. 009948-00007

PROFESSIONAL SERVICES RENDERED THROUGH SEPTEMBER 30, 2016

09/01/16	WGB	CONTINUED EDITING OF SECTION 2 OF THE BRIEF.	4.00	740.00
09/06/16	CFC	E-MAIL TO B. BRACKEN REGARDING THE CASHOUT OF UNUSED RETIREE HEALTH BENEFITS UPON THE DEATH OF A RETIREE.	2.10	882.00
09/06/16	WGB	DRAFT CONCLUSION OF BRIEF AND SECTION ON TAX CONSEQUENCES; EDIT AND REVISE BRIEF; AND CREATE CHART OF HISTORY OF CONTRACT PROVISIONS.	5.20	962.00
09/07/16	WGB	TELEPHONE CONFERENCE WITH MS. ZAEHRINGER REGARDING BRIEF; EMAIL BRIEF TO MS. ZAEHRINGER FOR REVIEW AND COMMENT; AND CONTINUED REVISIONS TO BRIEF.	5.50	1017.50
09/08/16	WGB	REVISE AND EDIT BRIEF; RESEARCH RELATED TO PAST PRACTICE AND OTHER ARBITRATION CASES.	5.00	925.00
09/09/16	CFC	REVIEW AND REVISE DRAFT BRIEF PROVISIONS REGARDING TAX CONSEQUENCES OF OFFERING A CASH OPTION IN LIEU OF RETIREE HEALTH BENEFITS.	1.20	504.00
09/12/16	WGB	REVISE AND EDIT BRIEF; TELEPHONE CONFERENCE WITH MR. BILSKI REGARDING UPCOMING PROJECTS AND MEETINGS.	2.30	425.50
09/13/16	JRM	REVIEW OF DRAFT BRIEF ON BEHALF OF COUNTY; SUGGESTIONS FOR SAME.	1.10	286.00
09/13/16	WGB	FINAL REVIEW AND EDITS TO BRIEF; ADD TABLE OF CONTENTS; SEND COPY FOR REVIEW TO MR. DELAIN.	1.00	185.00
09/14/16	JRM	REVIEW AND SUGGESTIONS FOR COUNTY'S INITIAL BRIEF.	.60	156.00
09/15/16	WGB	FINAL REVIEW AND EDITS TO BRIEF.	.50	92.50

BROWN COUNTY  
009948-00007

PAGE 2

09/19/16 WGB REVIEW UNION'S INITIAL BRIEF.	1.00	185.00
09/20/16 WGB ANALYZE UNION BRIEF IN PREPARATION FOR COUNTY'S REPLY BRIEF.	2.50	462.50
09/24/16 WGB ANALYZE UNION BRIEF; PREPARE RESPONSE TO MAJOR ARGUMENTS.	2.50	462.50
09/26/16 WGB DRAFT COUNTY'S RESPONSE TO UNION ARGUMENTS IN ITS BRIEF.	4.20	777.00
09/27/16 WGB DRAFT REPLY BRIEF.	3.50	647.50
09/28/16 WGB FINAL REVISIONS TO BRIEF; RESEARCH CASES; FINAL EDITS.	3.50	647.50
09/30/16 JRM REVIEW AND ANALYSIS OF COUNTY'S DRAFT REPLY BRIEF.	.40	104.00

CURRENT FEES FOR THIS MATTER	\$9,461.50
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## BILLING SUMMARY

CURRENT FEES FOR THIS MATTER	\$9,461.50
TOTAL CURRENT CHARGES THIS MATTER	\$9,461.50
BALANCE FORWARD	\$13,222.42
TOTAL AMOUNT DUE FOR THIS MATTER	\$22,683.92

BROWN COUNTY  
ATTN: KRISTEN HOOKER  
305 EAST WALNUT STREET  
P.O. BOX 23600  
GREEN BAY, WI 54305-3600

INVOICE 222209  
INVOICE DATE OCTOBER 12, 2016  
TAX ID. 39-1576289  
ATTY. ANDREW T. PHILLIPS

GENERAL

MATTER NO. 009948-00008

PROFESSIONAL SERVICES RENDERED THROUGH SEPTEMBER 30, 2016

09/07/16 CVH TELEPHONE CONFERENCE WITH BRITTANY ZAEHRINGER REGARDING OVERTIME COMPENSATION FOR HOURS WORKED OVER EIGHT IN A WORKDAY.	1.30	286.00
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CURRENT FEES FOR THIS MATTER	\$286.00
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## BILLING SUMMARY

CURRENT FEES FOR THIS MATTER	\$286.00
TOTAL CURRENT CHARGES THIS MATTER	\$286.00
BALANCE FORWARD	\$2,024.00
TOTAL AMOUNT DUE FOR THIS MATTER	\$2,310.00

2

BROWN COUNTY  
ATTN: KRISTEN HOOKER  
305 EAST WALNUT STREET  
P.O. BOX 23600  
GREEN BAY, WI 54305-3600

INVOICE 222209  
INVOICE DATE OCTOBER 12, 2016  
TAX ID. 39-1576289  
ATTY. ANDREW T. PHILLIPS

HEALTH INSURANCE LITIGATION

MATTER NO. 009948-00009

## BILLING SUMMARY

TOTAL CURRENT CHARGES THIS MATTER	\$ .00
BALANCE FORWARD	\$88.00
	<hr/>
TOTAL AMOUNT DUE FOR THIS MATTER	\$88.00



BROWN COUNTY  
ATTN: KRISTEN HOOKER  
305 EAST WALNUT STREET  
P.O. BOX 23600  
GREEN BAY, WI 54305-3600

INVOICE 222209  
INVOICE DATE OCTOBER 12, 2016  
TAX ID. 39-1576289  
ATTY. ANDREW T. PHILLIPS

SUPERVISORY LAW ENFORCEMENT BARGAINING MATTER NO. 009948-00014

PROFESSIONAL SERVICES RENDERED THROUGH SEPTEMBER 30, 2016

09/15/16	WGB PREPARATION AND PARTICIPATION IN BARGAINING SESSION; EMAIL TO MR. BILSKI REGARDING STATUS OF BARGAINING SESSION; EMAIL MS. LENSEN REGARDING DATES FOR NEXT MEETING.	7.70	1694.00
09/16/16	WGB PREPARE MINUTES OF BARGAINING SESSION; PREPARE LIST OF TENTATIVE AGREEMENTS.	3.00	660.00
09/19/16	WGB PREPARE LIST OF OUTSTANDING ISSUES; REVISE AND EDIT MINUTES OF NEGOTIATION SESSION; EDIT AND REVISE MINUTES; EMAIL CORRESPONDENCE TO COUNTY TEAM AND MR. POTEAT.	3.50	770.00
09/28/16	WGB REVIEW LATEST UNION COUNTER-PROPOSAL.	1.00	220.00

CURRENT FEES FOR THIS MATTER \$3,344.00

BROWN COUNTY  
009948-00014

PAGE 2

DISBURSEMENTS

09/30/16 TRAVEL EXPENSES - MILEAGE TO/FROM GREEN BAY TO ATTEND SHERIFF'S UNION CONTRACT NEGOTIATIONS (114 MILES) 09/15/16	61.56
09/30/16 TRAVEL EXPENSES PARKING AT SHERIFF'S UNION CONTRACT NEGOTIATIONS 09/15/16	7.00

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CURRENT DISBURSEMENTS FOR THIS MATTER	\$68.56
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BILLING SUMMARY

CURRENT FEES FOR THIS MATTER	\$3,344.00
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CURRENT DISBURSEMENTS FOR THIS MATTER	\$68.56
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TOTAL CURRENT CHARGES THIS MATTER	\$3,412.56
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BALANCE FORWARD	\$1,703.76
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TOTAL AMOUNT DUE FOR THIS MATTER	\$5,116.32
----------------------------------	------------

BROWN COUNTY  
ATTN: KRISTEN HOOKER  
305 EAST WALNUT STREET  
P.O. BOX 23600  
GREEN BAY, WI 54305-3600

INVOICE 222209  
INVOICE DATE OCTOBER 12, 2016  
TAX ID. 39-1576289  
ATTY. ANDREW T. PHILLIPS

ELFE GRIEVANCE

MATTER NO. 009948-00015

## BILLING SUMMARY

TOTAL CURRENT CHARGES THIS MATTER	\$ .00
BALANCE FORWARD	\$126.36
	<hr/>
TOTAL AMOUNT DUE FOR THIS MATTER	\$126.36

BROWN COUNTY  
ATTN: KRISTEN HOOKER  
305 EAST WALNUT STREET  
P.O. BOX 23600  
GREEN BAY, WI 54305-3600

INVOICE 222209  
INVOICE DATE OCTOBER 12, 2016  
TAX ID. 39-1576289  
ATTY. ANDREW T. PHILLIPS

WELSING GRIEVANCE

MATTER NO. 009948-00016

## BILLING SUMMARY

TOTAL CURRENT CHARGES THIS MATTER	\$ .00
BALANCE FORWARD	\$126.36
	<hr/>
TOTAL AMOUNT DUE FOR THIS MATTER	\$126.36

ATTORNEY BILLS SUBMITTED TO THE EXECUTIVE COMMITTEE FOR December 14, 2016 MEETING				
LAW FIRM	INVOICE NUMBER	DATE	AMOUNT	FOR
ATTY. GARY WICKERT	12W27-11/23/2016	11/23/2016	\$ 6,583.00	Airport General
Arenz, Molter, Macy, Riffle & Larson SC	635	11/14/2016	\$1,194.00	Various Legal Matters
Arenz, Molter, Macy, Riffle & Larson SC	636	11/14/2016	\$748.00	Foodshare fraud investigation
Conway, Olejniczak & Jerry, S.C.	37	10/31/2016	106.00	Revolving Loan Fund vs. Raven
Crivello - Carlson	1145-10	10/31/2016	969.00	Professional Services
Total ----			\$ 9,600.00	

**GARY A. WICKERT, S.C.**  
*Attorney and Counselor at Law*  
801 E. WALNUT • P.O. BOX 1656  
GREEN BAY, WISCONSIN 54305

Gary A. Wickert

Telephone (920) 433-9425

Fax (920) 432-9188  
wicklaw@gbonline.com

November 23, 2016

Brown County Airport  
P.O. Box 23600  
Green Bay WI 54305-3600

Re: General Matters  
Our File No. 12 W 27

**STATEMENT**

<u>DATE</u>	<u>FOR SERVICES RENDERED:</u>	<u>HOURS</u>
10/21	Review email, correspondence, and contract re: ATM	.30
10/24	Phone conference with Sue Bertrand re: Cash Depot	.20
11/2	Received Amendment - ground lease - GBP; Letter to Tom Miller - GBP lease; Review correspondence from Tom Miller re: Pro-Tec and review current agreement and attachments	.25 1.25
11/3	Phone conference with Sue Bertrand re: ground transportation, etc.	.30
11/7	Phone conference with Tom Miller re: Pro-Tec Agreement; Review ground transportation file re: conference with Lynn L.; Phone conference at Airport with Tom Miller, Sue Bertrand, Marty Piette, and Lynn L. re: ground transportation; Conference with Tom Miller, Sue Bertrand, and Marty Piette re: revise Section 25.09	.85 4.00
11/8	Email from Tom Miller re: Pro-Tec; Letter to Adam Winter - GBP lease amendment; Work on Section 25.09	.10 .15 .25
11/9	Work on ground transportation ordinance	.30
11/10	Phone conference with Tom Miller; Revise Section 25.09 ground transportation; Review and revise taxicab permit and TNC permit	1.50 1.50
11/11	Review - revised Section 25.09 and Permit re: TNC and taxicab; Letter to Tom Miller	.30
11/14	Begin revision of ARFF/AS contract; Phone conference with Tom Miller re: ARFF/AS	1.25
11/15	Complete revisions to Pro-Tec ARFF/AS Contract and Attachment A; Letter to Tom Miller re: Pro-Tec	1.65

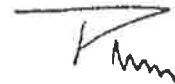
Page Two  
November 23, 2016

11/16	Phone conference with Sue Bertrand re: ground transportation, Amano, etc.;	.30
	Work on revision of Amano and Millennium Digital agreements	2.00
11/17	Review information from Sue Bertrand re: Hangar 4U re: hangar lease;	.30
	Review ground transportation file re: conference call;	
	Phone conference with Tom Miller, Sue Bertrand, and Marty Piette re: ground transportation, Section 25.09;	
	Phone conference with Sue Bertrand re: Hangar 4U and Amano;	1.80
	Revise Amano Millennium agreements;	
	Letter to Sue Bertrand re: Amano Millennium	1.40
11/21	Review Amano Millennium agreements	.25
11/22	Phone conference with Tom Miller re: Pro-Tec;	.50
	Phone conference with Sue Bertrand re: Amano and ground transportation;	.70
	Letter from Tom Miller re: Pro-Tec;	
	Phone conference with Tom Miller re: Pro-Tec;	.65
	Letter to Sue Bertrand (to August) re: Amano Millennium/MDTech;	.10
	Work on revision to Section 25.09	.25
11/23	Prepare revised Section 25.09;	
	Letter to Tom Miller re: Section 25.09.	.30
	TOTAL HOURS:	22.70

22.70 HOURS @ \$290.00 PER HOUR = \$6,583.00

AMOUNT DUE ON ACCOUNT: \$6,583.00

Thank you.  
GAW:prn



# Arenz, Molter, Macy, Riffle & Larson SC

720 N. East Ave, PO Box 1348  
Waukesha, WI 53187  
Phone: (262) 548-1340  
www.ammrlsc.net

## INTERIM INVOICE

Invoice # 635  
Date: 11/14/2016  
Due On: 12/14/2016

Brown County  
Rebecca S. Lindner - via email  
Brown County Asst. Corporation Counsel  
305 E. Walnut Street, Ste. 680  
Green Bay, WI 54305

### Brown County - Various Legal Matters

CONFIDENTIAL

THIS DOCUMENT IS ATTORNEY-CLIENT PRIVELEGED AND ATTORNEY WORK PRODUCT

IT IS NOT SUBJECT TO DISCLOSURE UNDER THE PUBLIC RECORDS LAW WITHOUT APPROVAL BY THE  
CLIENT AND ATTORNEY

Attorney	Date	Description	Quantity	Rate	Total
RDB	10/13/2016	Review New Legal Assignment Regarding Sheriff Department Response to Suicidal Subjects	0.50	\$199.00	\$99.50
RDB	10/19/2016	Complete Review of Correspondence from Sheriff Regarding Dealing with Suicidal Subjects and Outlining Issues to Cover in Legal Analysis and Recommendations	0.60	\$199.00	\$119.40
RDB	10/20/2016	Update Legal Research Regarding Deadly Force Encounters Against Emotionally Disturbed and Suicidal Persons	2.00	\$199.00	\$398.00
RDB	10/31/2016	Correspondence with Lt. Zeigle Regarding Status of Work Regarding Legal Analysis of Sheriff Department Response to Suicidal Subjects	0.10	\$199.00	\$19.90
RDB	11/04/2016	Telephone Conference with Lt. Zeigle and Captain Sandberg Regarding Issues Associated with Sheriff Department Response to Suicidal Subjects	0.50	\$199.00	\$99.50
MR	11/07/2016	Conduct Research on Fourth Amendment Use of Force Cases Involving Law Enforcement's Response to Suicidal Subject	2.30	\$199.00	\$457.70



Quantity Subtotal 6.0

Time Keeper	Quantity	Rate	Total
Remzy D. Bitar	3.7	\$199.00	\$736.30
Matteo Reginato	2.3	\$199.00	\$457.70
Quantity Total			6.0
Subtotal			\$1,194.00
Total			\$1,194.00

## Detailed Statement of Account

### Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
582	11/16/2016	\$1,870.60	\$0.00	\$1,870.60

### Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
635	12/14/2016	\$1,194.00	\$0.00	\$1,194.00
Outstanding Balance				\$3,064.60
Total Amount Outstanding				\$3,064.60

Please make all amounts payable to: Arenz, Molter, Macy, Riffle & Larson SC

2

# Arenz, Molter, Macy, Riffle & Larson SC

720 N. East Ave, PO Box 1348  
Waukesha, WI 53187  
Phone: (262) 548-1340  
www.ammrlsc.net

## INTERIM INVOICE

Invoice # 636  
Date: 11/14/2016  
Due On: 12/14/2016

Brown County  
Rebecca S. Lindner • via email  
Brown County Asst. Corporation Counsel  
305 E. Walnut Street, Ste. 680  
Green Bay, WI 54305

### USDOJ Brown County Sheriff's Department LEP Investigation

CONFIDENTIAL

THIS DOCUMENT IS ATTORNEY-CLIENT PRIVILEGED AND ATTORNEY WORK PRODUCT

IT IS NOT SUBJECT TO DISCLOSURE UNDER THE PUBLIC RECORDS LAW WITHOUT APPROVAL BY THE  
CLIENT AND ATTORNEY

Attorney	Date	Description	Quantity	Rate	Total
RDB	10/14/2016	Initial Evaluation of USDA-FNS-CRD Correspondence with County and State Regarding Request for Formal Response to Allegations of ACLU and Legal Action	1.00	\$170.00	\$170.00
RDB	10/17/2016	Telephone Conference with Economic Support Team Regarding USDA-FNS-CRD Request for Formal Response to Allegations of ACLU and Legal Action	0.40	\$170.00	\$68.00
RDB	10/20/2016	Correspondence with State of Wisconsin and Economic Support Regarding USDA-FNS-CRD Request for Formal Response to Allegations of ACLU and Legal Action	0.40	\$170.00	\$68.00
RDB	10/31/2016	Continue Analysis of Complaints from ACLU and Legal Action and USDA-FNS-CRD Request for Formal Response	1.50	\$170.00	\$255.00
RDB	10/31/2016	Confirmation with State and USDA-FNS-CRD Regarding Extension on County Response Deadline	0.20	\$170.00	\$34.00
RDB	11/02/2016	Continue Analysis of Allegations of ACLU and Legal Action and USDA-FNS-CRD Request for Formal Response	0.90	\$170.00	\$153.00

2

Quantity Subtotal 4.4

Time Keeper	Quantity	Rate	Total
Remzy D. Bitar	4.4	\$170.00	\$748.00
		Quantity Total	4.4
		Subtotal	\$748.00
		Total	\$748.00

## Detailed Statement of Account

### Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
445	09/11/2016	\$68.00	\$0.00	\$68.00
578	11/16/2016	\$1,649.00	\$0.00	\$1,649.00

### Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
636	12/14/2016	\$748.00	\$0.00	\$748.00
		Outstanding Balance		\$2,465.00
		Total Amount Outstanding		\$2,465.00

Please make all amounts payable to: Arenz, Molter, Macy, Riffle & Larson SC

STATEMENT  
*Law Firm of*  
CONWAY, OLEJNICZAK & JERRY, S.C.  
P.O. Box 23200  
Green Bay, WI 54305-3200  
PHONE 920-437-0476  
FAX 920-437-2868

RECEIVED

NOV 08 2016

BROWN COUNTY PLANNING  
AND LAND SERVICES

CHUCK LAMINE  
BROWN COUNTY ECONOMIC DEVELOPMENT  
305 E. WALNUT STREET, 5TH FLOOR  
P O BOX 23600  
GREEN BAY WI 54305-3600

Page: 1  
10/31/2016  
ACCOUNT NO: 671310-033M  
STATEMENT NO: 37

PLEASE RETURN THIS PORTION WITH PAYMENT

REVOLVING LOAN FUND COMMITTEE vs. RAVEN  
MANUFACTURING, LLC and LYNN A. HESSON

RECEIVED BY  
NOV 10 2016  
Brown County  
Corporation Counsel

0/28/2016

MMM

CORRESPONDENCE TO BORROWER RE: PAYMENT DEFAULT  
FOR CURRENT SERVICES RENDERED

HOURS

0.40

0.40

106.00

TOTAL CURRENT WORK

106.00

BALANCE DUE

\$106.00

*g.h.*  
*Chuck Lamine*  
*11/8/16*



RECEIVED

NOV 03 2016

HUMAN RESOURCES

Brown County  
Attn: Ms. Brittany Zaehring  
305 East Walnut Street  
Green Bay, WI 54305

October 31, 2016  
Tax ID: 39-1656203  
Bill Number 1145-10

**BILLING SUMMARY**

For Legal Services Rendered through 09/30/16

Re: **1145-1601123 - BROWN COUNTY - HR**

Total Fees	969.00
Total Disbursements	0.00
<b>Total Fees and Disbursements</b>	<b>\$969.00</b>

Excellence, Consistency, Integrity

710 North Plankinton Avenue Suite 500 Milwaukee, Wisconsin 53203 Phone: (414) 271-7722 Fax: (414) 271-4438

114 Main Street Mukwonago, WI 53149 Phone: (262) 363-7720 Fax: (262) 363-7721

131 West Wilson Street Suite 1004 Madison, WI 53703 Phone: (608) 819-8490 Fax: (608) 819-8494

316 N. Barstow Street Suite F Eau Claire, WI 54703 Phone: (715) 598-1730 Fax: (715) 598-1731

161 North Clark Street Suite 4700 Chicago, Illinois 60601 Phone: (312) 523-2111 Fax: (312) 523-2001

Crivello, Carlson, Picou & Andrekanic, LLC 1012 Plummer Drive 2nd Floor Suite 201 Edwardsville, Illinois 62025 Phone: (618) 655-0006 Fax: (618) 655-0250

www.crivellocarlson.com



Brown County  
Attn: Ms. Brittany Zaehring  
305 East Walnut Street  
Green Bay, WI 54305

October 31, 2016  
Tax ID: 39-1656203  
Bill Number 1145-10

INTERIM [ ] FINAL [ ]

Re: 1145-1601123 - BROWN COUNTY - HR

**Professional Services**

Date	Atty	Description	Hours
08/13/16	MEN	Begin Review and Analysis of Documents in Preparation for Board Presentation	1.00
08/16/16	MEN	Further Review and Analysis of Documents in Preparation for Board Presentation	2.50
08/17/16	MEN	Telephone Conference with Ms. Zaehring	0.70
08/17/16	MEN	Attend Board Meeting and Closed Session Meeting with Board	1.50

Atty		Rate	Hours	Amount
MEN	MARY E. NELSON	170.00	5.70	969.00
			<u>5.70</u>	<u>\$969.00</u>

Total Fees	969.00
Total Disbursements	0.00

<b>Total Fees and Disbursements</b>	<b><u>\$969.00</u></b>
-------------------------------------	------------------------

Excellence, Consistency, Integrity

710 North Plankinton Avenue Suite 500 Milwaukee, Wisconsin 53203 Phone: (414) 271-7722 Fax: (414) 271-4438

114 Main Street Mukwonago, WI 53149 Phone: (262) 363-7720 Fax: (262) 363-7721

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316 N. Barstow Street Suite F Eau Claire, WI 54703 Phone: (715) 598-1730 Fax: (715) 598-1731

161 North Clark Street Suite 4700 Chicago, Illinois 60601 Phone: (312) 523-2111 Fax: (312) 523-2001

Crivello, Carlson, Picou & Andrekanic, LLC 1012 Plummer Drive 2nd Floor Suite 201 Edwardsville, Illinois 62025 Phone: (618) 655-0006 Fax: (618) 655-0250

www.crivellocarlson.com

2



**BROWN COUNTY  
BOARD OF SUPERVISORS  
COURT HOUSE  
GREEN BAY, WISCONSIN**

BROWN COUNTY BOARD OF SUPERVISORS

Meeting Date:

6/15/16

Agenda No. :

Motion from the Floor

I make the following motion:

To ask the Brown County District  
Attorneys office to investigate violations of closed sessions  
and/or the dissemination of classified information

Signed:

District No.:

H7

(Please deliver to the County Clerk after the motion is made for recording into the minutes.)

October 19, 2016

**AN ORDINANCE AMENDING SECTIONS 4.93 OF CHAPTER 4  
OF THE BROWN COUNTY CODE ENTITLED "GRIEVANCE PROCEDURE"**

THE BROWN COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

**Section 1 -** Sections 4.93 of Chapter 4 of the Brown County Code regarding the Grievance Procedure is amended to include a Just Cause Standard of review as follows:

**4.93 THE POWERS AND RESPONSE OF THE IMPARTIAL HEARING OFFICER.**

**Written Decision:** After reviewing the evidence and closing the hearing, the Impartial Hearing Officer shall issue a written recommendation. The Impartial Hearing Officer may request oral or written arguments and replies. The recommendation shall contain findings of fact, analysis and a recommendation. The Impartial Hearing Officer must answer the following question: Based on the preponderance of the evidence presented, has the Grievant proven the decision of the Administration was ~~arbitrary or capricious?~~ without just cause. Just cause is defined as follows: progressive discipline process such as a verbal warning and/or written warning, suspension and/or termination, or automatic suspension or termination if the situation is warranted.

**Section 2 -** This ordinance shall become effective upon passage and publication.

Respectfully submitted,

EXECUTIVE COMMITTEE

Approved by:

\_\_\_\_\_  
Troy Streckenbach, (Date)  
COUNTY EXECUTIVE

\_\_\_\_\_  
COUNTY CLERK (Date)

\_\_\_\_\_  
COUNTY BOARD CHAIR (Date)

*I am formally asking for a  
reconsideration of this agenda  
item.*

*[Signature]*

*Dist. 9*

*1 10/19/2016*



**BOARD OF SUPERVISORS**

*Brown County*



17a

2444 BABCOCK ROAD  
GREEN BAY, WISCONSIN 54313  
PHONE (920) 544-8322

PATRICK W. MOYNIHAN, JR.  
SUPERVISOR - DISTRICT 22

TO: Executive Committee

DATE: November 2, 2016

SUBJECT: 750 Fund Audit (Health/Dental)

For your consideration, I hereby request the Executive Committee direct Internal Auditor Dan Process to commence and complete an audit of the 750 Fund (Health/Dental).

Respectfully Submitted,

A handwritten signature in black ink, which appears to read "Patrick W. Moynihan, Jr.", followed by a long horizontal flourish.

Patrick W. Moynihan, Jr.  
Supervisor, District #22

BOARD OF SUPERVISORS

Brown County



17C

BROWN COUNTY  
BOARD OF SUPERVISORS  
GREEN BAY, WISCONSIN

Meeting Date:

11-2-16

Committee:

~~Executive~~ / Public Safety

Motion from the Floor/Late Communication

I make the following ~~motion~~/late communication:

This communication is a request that  
the EXEC. committee draft a proclamation  
that reaffirms our support for the DARE  
program. (Brown County Board's)

Signed:

A handwritten signature in black ink.

District No.

26

(Please deliver to County Clerk after motion is made for recording into minutes.)



6



17e

**BROWN COUNTY  
BOARD OF SUPERVISORS  
COURT HOUSE  
GREEN BAY, WISCONSIN**

BROWN COUNTY BOARD OF SUPERVISORS

Meeting Date: OCTOBER 2, 2016  
Agenda No. : LATE COMMUNICATION

Motion from the Floor

I make the following motion: TO WORK WITH CORP.  
COUNSEL TO DRAFT A RESOLUTION  
RECOGNIZING DECEASED EMPLOYEE  
ROBERT WELSH JR FOR HIS YEARS OF  
SERVICE AND BROWN COUNTY.

Signed: Corrie Campbell  
District No.: 21.

(Please deliver to the County Clerk after the motion is made for recording into the minutes.)

BOARD OF SUPERVISORS

Brown County



66

BROWN COUNTY  
BOARD OF SUPERVISORS  
GREEN BAY, WISCONSIN

Meeting Date:

11/14/16

Committee:

Administration, Executive

Motion from the Floor/Late Communication

I make the following motion/late communication:

County Code and policy be  
examined relating to pay increases, health  
insurance, employee benefits and any  
other policies concerning employee  
compensation so that each is a separate  
resolution at budget time.

Signed:

Paul Schradelf

District No.

24

(Please deliver to County Clerk after motion is made for recording into minutes.)

December 21, 2016

**AN ORDINANCE TO AMEND SECTIONS 4.49 AND 4.57 OF THE BROWN  
COUNTY CODE OF ORDINANCES ENTITLED, RESPECTIVELY, AS "EXTRA  
PAY" AND "POLICY"**

THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF BROWN DOES  
ORDAIN AS FOLLOWS:

**Section 1** – Subsection (3) of Section 4.49 of the Brown County Code of Ordinances is hereby deleted in its entirety and replaced with the following:

(3) Emergency Call in Pay for Highway Department Crew & Airport Crew. In the event a non-exempt employee is called in outside of the normal scheduled hours, the employee shall be guaranteed a minimum of two (2) hours of work at time and a half.

**Section 2** – Subsection (4) of Section 4.49 of the Brown County Code of Ordinances is hereby deleted in its entirety and replaced with the following:

(4) Call in Pay. In the event a non-exempt employee is called in outside of the normal scheduled hours, the employee shall be guaranteed a minimum of two (2) hours of work.

**Section 3** – Subsection (5) of Section 4.49 of the Brown County Code of Ordinances is hereby created to read as follows:

(5) Compensation During Temporary Assignment. A temporary assignment is an assignment for a minimum of ninety (90) days or more, which requires approval by the Human Resources Manager and notification to the County Executive. The Human Resources Manager will recommend the appropriate rate of pay for the temporary assignment. A temporary assignment may not continue beyond six (6) months without approval from the Human Resources Manager.

**Section 4** – Subsection (6) of Section 4.49 of the Brown County Code of Ordinances is hereby created to read as follows:

(6) Increased Pay for Work of another Classification. In certain cases an employee is eligible to receive increased compensation while performing the work of another classification:

(a) Foreman or leaderworker duties: If employees assume these duties and work at least one (1) full day at that level.

(b) Training Officer Pay: Perform on the job training and evaluations of new hired employees. (Telecommunicator and Correctional Officer)

**Section 5** – Subsection (4) of Section 4.57 of the Brown County Code of Ordinances is hereby deleted in its entirety.

**Section 6** – This Ordinance shall become effective upon passage and publication pursuant to law.

Respectfully submitted,

EXECUTIVE COMMITTEE

\_\_\_\_\_  
COUNTY EXECUTIVE

Date Signed: \_\_\_\_\_

Final Draft Approved by Corporation Counsel

*Fiscal Note: This Ordinance does not require an appropriation from the General Fund. The Highway Department has budgeted for time and a half pay in the 2016 budget. The Airport is a proprietary fund and the projected cost is \$2,500 for 2016.*

#### ~~4.57 OVERTIME AND COMPENSATORY POLICY.~~

~~(4) In the event a non-exempt employee is called in outside of the normal scheduled hours, the employee shall be guaranteed a minimum of two (2) hours of work.~~

To

#### **4.49 EXTRA PAY (note: please insert and move existing (3), (4), down to (5), (6)...)**

(3) Emergency Call in Pay for Highway Department Crew & Airport Crew. In the event a non-exempt employee is called in outside of the normal scheduled hours, the employee shall be guaranteed a minimum of two (2) hours of work at time and a half.

(4) Call in Pay. In the event a non-exempt employee is called in outside of the normal scheduled hours, the employee shall be guaranteed a minimum of two (2) hours of work.

*Fiscal Note: This resolution does not require an appropriation from the General Fund. The Highway Department has budgeted for time and a half pay in the 2016 budget. The Airport is a proprietary fund and the projected cost is \$2,500 for 2016.*

Brown County  
Financial Statement Results - Levy Funded Departments  
Property Tax Levy (Over) Under Approved Amount  
As of 10/31/2016

Levy Funded Departments	Property Tax				Surplus / (Deficit)	Surplus (Deficit) as % of target levy	Prior Month Report	Comments (quarterly only) (September comments are below)
	Annual 2016 Levy	Levy Target	Actual Amounts					
<b>General Fund</b>								
Board Office	574,424	478,687	474,815		3,872	0.8%	(8,919)	All annual dues have been paid. 97% of annual audit fees have been paid.
Circuit Courts	2,079,204	1,732,670	1,476,279		256,391	14.8%	294,306	Fourth quarter court support payment (\$180,000) has already been received. Projected juror related costs surplus is \$63,551 (61% of budgeted expense). Wages and benefits are 2% below budgeted amounts.
Clerk of Courts	732,231	610,193	424,773		185,420	30.4%	187,696	Fourth quarter court support payment (\$43,200) has already been received. Public charges revenue up 2% as compared to budget. Wages and benefits are 2% below budgeted amounts. Attorney and Guardian ad Litem costs projected to be 3% below budget.
Public Safety	6,399,563	5,332,969	5,244,629		88,340	1.7%	(48,616)	Wages and benefits are 1% below budget. Maintenance contracts, which comprise about 60% of operating expenses, have only incurred 54% of budgeted amounts through September.
Medical Examiner	308,757	257,298	77,363		179,935	69.9%	126,670	Wages and benefits are 8% below budget. Transportation costs are already 165% over budget (\$16,540) through September. Dane County charges (Professional Services) are 15% below budget through September, but we have only been billed through June. Based upon that invoice, Professional Services are projected to be 19% over budget (\$78,000). The department is anticipated to have a deficit at year-end.
Corporation Counsel	660,074	550,062	498,712		51,350	9.3%	54,416	Wages and benefits are only 0.3% below budgeted amounts. Legal Services are projected to be at only 20% of budgeted amount (projected surplus (\$52,500))
County Clerk	294,630	245,525	309,307		(63,782)	-26.0%	(65,287)	Public charges (including marriage licenses and passports) are 18% in excess of budgeted amounts. \$100,000 transfer from the General Fund for election equipment has not occurred yet, pending final year-end departmental deficit. Operating expenses are 9% over budget, but this includes printing costs for the November election.
District Attorney	1,381,668	1,151,390	1,053,449		97,941	8.5%	83,184	Violence Against Women grant revenue for 3rd quarter has not been received yet. Wages/benefits are 4% below budgeted amounts. Operating expenses are 8% below budgeted amounts, with the largest projected surplus at \$34,200 for Contracted Services.
Executive	359,744	299,787	229,727		70,060	23.4%	54,363	Wages/benefits are 15% below budgeted amounts due to staff vacancies. Contributions to Green Bay Area Chamber of Commerce (\$20,000) and NEWWEYE (\$10,000) have not been paid yet.
Administration	1,230,927	1,025,773	783,476		242,297	23.6%	226,900	Wages/benefits are 13% below budgeted amounts due to staff vacancies. Operating expenses are 25% below budgeted amounts, with the largest surpluses within Temporary Replacement Help, Professional Services, and Contributions.
Land Conservation	424,228	353,523	280,949		72,574	20.5%	81,846	The WPS feasibility study (offsetting revenues and expenses at \$295,000) will not occur during 2016. Wages/benefits are 7% below budgeted amounts. Only 9% of budgeted SWRM landowner cost share payments have been made through September.
Facility Management	3,029,410	2,524,508	2,201,052		323,456	12.8%	372,616	Wages/benefits are 1% below budgeted amounts. Operating expenses are 1% above budgeted amounts. Only 17% of budgeted capital equipment has been purchased through September.
Museum	870,928	725,773	746,852		(20,879)	-2.9%	(28,618)	Public charges are 20% below budgeted amounts. In total, expenses are 2% below budgeted amounts.
Health	2,007,815	1,673,179	1,429,584		243,595	14.6%	221,698	Wages/benefits are 7% under budgeted amounts. Operating expenses are 2% below budgeted amounts.
Park	870,693	725,578	636,085		89,493	12.3%	59,887	Revenues are 23% below budgeted amounts, with the majority in state & federal grants as well as donations. Wages/benefits are 2% under budgeted amounts. Operating expenses are 12% under budgeted amounts.
Human Resources	1,214,094	1,011,745	841,163		170,582	16.9%	149,045	Wages/benefits are 13% below budgeted amounts due to staff vacancies. Operating expenses are 4% above budgeted amounts, with the largest deficit account being Legal Services Chargebacks.
PALS	669,073	557,561	353,657		203,904	36.6%	197,084	In total, revenues are 2% above budgeted amounts. Wages/benefits are 5% below budgeted amounts. The \$50,000 budgeted for the Airport Development & Research Park is anticipated to be carried forward into 2017.
Register of Deeds	(749,921)	(624,934)	(697,315)		72,381	-11.6%	60,982	Revenues are 6% above budgeted amounts. Wages/benefits are 2% below budget. Operating expenses are 6% above budgeted amounts, with most annual software maintenance and contracted services paid already.
Sheriff	28,172,763	23,477,303	23,044,490		432,813	1.8%	10,234	Both revenues and expenses are 1% below budget amounts. Surplus amount is only 0.05% of levy target.
Treasurer	(1,617,205)	(1,347,671)	(1,559,893)		212,222	-15.7%	234,775	Property tax interest/penalties is 7% below budget. Revenues include a mark-to-market adjustment gain of \$382,000. Wages/benefits are 3% below budget. Operating expenses are 7% above budget, with the largest account being tax deed expenses.
UW Extension	427,768	356,473	422,028		(65,555)	-18.4%	(76,864)	Revenues are 7% below budget, including donations at only 19% of budgeted amounts. Wages/benefits are 12% below budgeted amounts. Operating expenses are 15% over budget, primarily due to 4th quarter UW employees wages/benefits being paid already.

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Brown County  
Financial Statement Results - Levy Funded Departments  
Property Tax Levy (Over) Under Approved Amount  
As of 10/31/2016

Levy Funded Departments	Property Tax				Surplus (Deficit) as % of target levy	Prior Month Report	Comments (quarterly only) (September comments are below)
	Annual 2016 Levy	Levy Target	Actual Amounts	Surplus / (Deficit)			
Veterans Service	352,688	293,907	259,910	33,997	11.6%	38,058	Donations have been higher than anticipated. Veterans Support Services expenses have been only 25% of budgeted amounts.
<b>Subtotal</b>	<b>49,693,556</b>	<b>41,411,299</b>	<b>38,530,892</b>	<b>2,880,407</b>	<b>7.0%</b>	<b>2,222,456</b>	
General Government	(9,819,748)	(8,183,123)	(5,182,196)	(3,000,927)	36.7%	(2,343,118)	Shared revenues received in November. Casual pay, retirement, and sick leave transfers occur at year-end. Transfer to Community programs (\$500,000) did not occur until 4th quarter.
<b>General Fund Total</b>	<b>39,873,808</b>	<b>33,228,176</b>	<b>33,348,696</b>	<b>(120,520)</b>	<b>-0.4%</b>	<b>(120,662)</b>	
Library	6,526,788	5,438,990	5,600,852	(161,862)	-3.0%	(188,992)	Revenues in total are as budgeted. Wages/benefits are 1% below budget. Operating expenses and capital outlay are both 2% over budgeted amounts.
Community Programs	16,249,887	13,541,573	13,971,862	(430,289)	-3.2%	(643,355)	The budgeted transfer of \$500,000 from the General fund did not occur until 4th quarter. No accrual entry has been made in relation the WIMCR revenue, which is budgeted at \$200,000. Taking these items into account, the current deficit is approximately (\$118,000), which is only 1% of the levy target.
Community Treatment Center	2,797,019	2,330,849	2,963,043	(632,194)	-27.1%	(647,708)	Intergovernmental revenue and public charges are 2% to 3% above budgeted amounts. Wages/benefits are 5% above budget, and operating expenses are 2% above budget.
Child Support	365,963	304,969	320,735	(15,766)	-5.2%	8,959	State/federal revenues are running 1% lower than related expenses, due to limiting of some revenue sources.
Syble Hopp School	2,802,612	2,802,612	2,177,752	624,860	22.3%	1,201,390	Syble Hopp is on a different fiscal year than Brown County.
County Roads and Bridges	145,000	120,833	993,942	(873,109)	-722.6%	(1,724,023)	The transfer municipality non-required funds back to the municipalities as well as the \$533,000 transfer to Facilities Management have been completed for the entire year.
Debt Services	13,888,824	1,416,803	1,556,797	(139,994)	-9.9%	41,181	Scheduled November debt payments have been taken into account.
2016 Highway Projects	829,400	829,400	(1,861,562)	2,690,962	324.4%	3,503,155	Construction related expenses are 36% behind budgeted amounts.
Aging Resource Center	659,795	495,961	(325,311)	821,272	165.6%	842,557	ADRC ledger is only updated every six months. 75% of property tax levy has been recognized.
<b>Grand Total</b>	<b>84,139,096</b>	<b>60,510,166</b>	<b>58,746,806</b>	<b>1,763,360</b>	<b>2.9%</b>	<b>2,262,502</b>	

**Brown County Board of Supervisors**

**Internal Audit**

**Budget Status Report (Unaudited)**

09/30/16

	Amended Budget	YTD Actual	Percentage	YTD	Comments:
Property Taxes	\$ 574,424	\$ 430,818	75.0%		
Public Charges	\$ 100	\$ 35	35.2%		
Miscellaneous Revenue	\$ -	\$ 23	#DIV/0!		
Other Financing Sources	\$ 6,474	\$ 450	7.0%		(1)
Personnel Costs	\$ 418,087	\$ 304,760	72.9%		(2)
Operating Expenses	\$ 162,911	\$ 141,510	86.9%		(3)

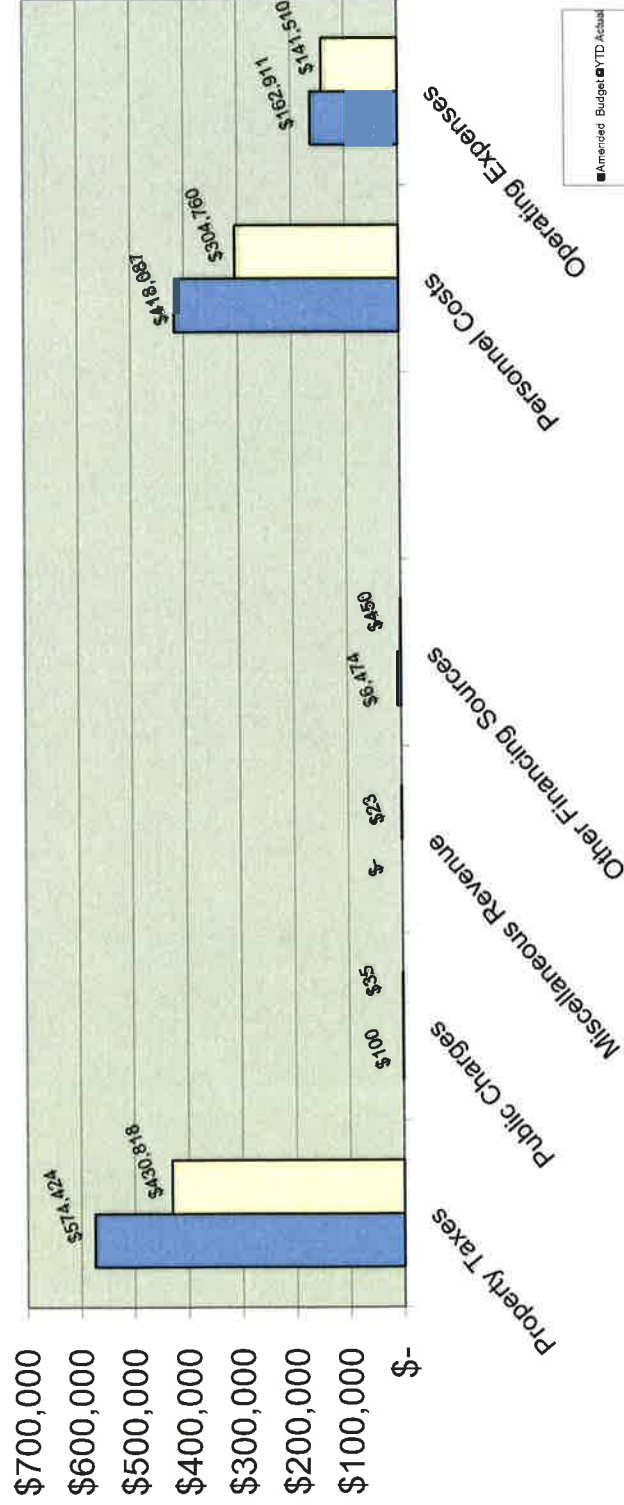
**Comments:**

(1) Other Financing Sources - A budget adjustment (\$6,024) to transfer funds from the General Fund to the Board Office was made to pay for chairs replaced within the Council Chambers (City of Green Bay). This represents the County's portion (50%).

(2) Personnel Costs - YTD overtime incurred (\$1,262.55) has exceeded budget (\$1,000) for 2016. However, contracted services is under budget by approximately \$2,150.

(3) Operating Expenses - Significant expenditures incurred year-to-date (YTD Actual) include: annual dues and membership fees paid to WCA (\$27,708) and NACo (\$4,960), audit fees paid to Schenck (\$76,500) and 13 iPad's purchased for County Board Supervisors/Office Staff (\$7,540). Also, unanticipated envelope purchases (\$664) will have a significant impact on department's 2016 overall Office Supply budget (\$1,000).

## Board of Supervisors - September 30, 2016



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**Brown County Board of Supervisors (Veterans' Recognition Subcommittee)**

**Internal Audit**

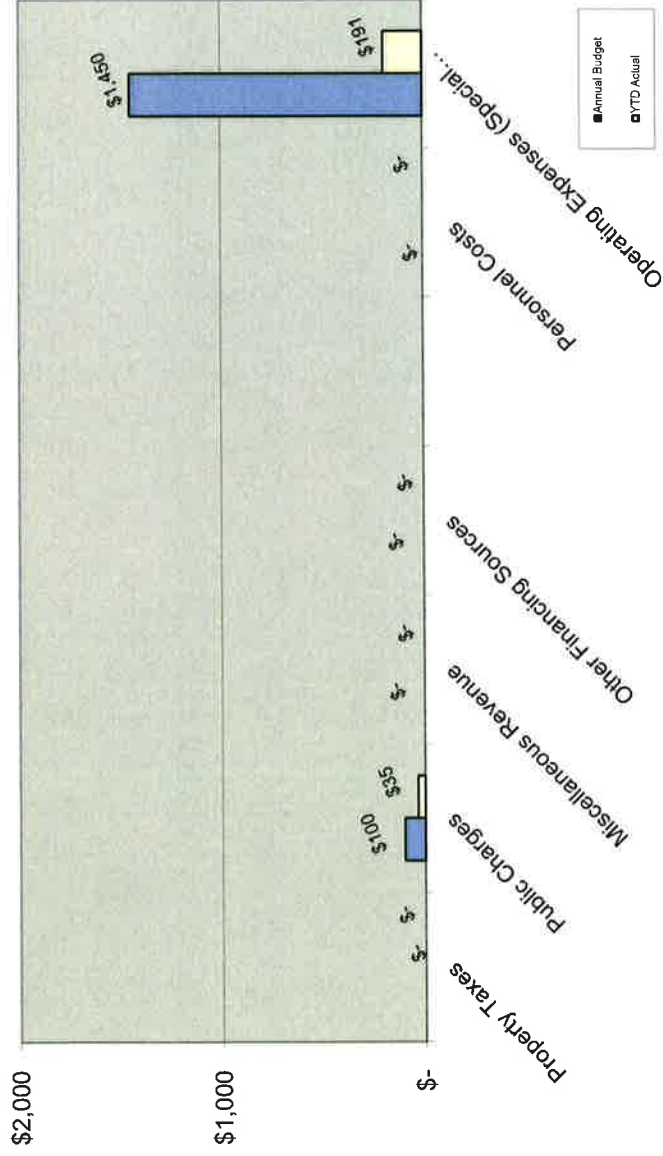
**Budget Status Report (Unaudited)**

09/30/16

	Annual Budget	YTD Actual	YTD Percentage	Comments:
Property Taxes	\$ -	\$ -	-	
Public Charges	\$ 100	\$ 35	35.2%	
Miscellaneous Revenue	\$ -	\$ -	-	#DIV/0!
Other Financing Sources	\$ -	\$ -	-	
Personnel Costs	\$ -	\$ -	-	
Operating Expenses (Special Events)	\$ 1,450	\$ 191	13.2%	

Comments:

**Board of Supervisors  
(Veterans' Recognition Subcommittee)  
September 30, 2016**



11a



# Budget by Account Classification Report

Through 09/30/16  
Prior Fiscal Year Activity Included  
Detail Listing

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	Encumbrances	YTD Transactions	YTD Transactions	Budget - YTD Transactions	Rec'd	Prior Year Total
<b>Fund 100 - GF</b>											
<b>REVENUE</b>											
<i>Property taxes</i>											
4100	General property taxes	574,424.00	.00	574,424.00	47,868.67	.00	430,818.03	143,605.97	75	551,908.00	
	<i>Property taxes Totals</i>	<b>\$574,424.00</b>	<b>\$0.00</b>	<b>\$574,424.00</b>	<b>\$47,868.67</b>	<b>\$0.00</b>	<b>\$430,818.03</b>	<b>\$143,605.97</b>	<b>75%</b>	<b>\$551,908.00</b>	
<i>Public Charges</i>											
4601	Sales	100.00	.00	100.00	.00	.00	35.24	64.76	35	116.87	
	<i>Public Charges Totals</i>	<b>\$100.00</b>	<b>\$0.00</b>	<b>\$100.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$35.24</b>	<b>\$64.76</b>	<b>35%</b>	<b>\$116.87</b>	
<i>Miscellaneous Revenue</i>											
4900	Miscellaneous	.00	.00	.00	3.00	.00	23.00	(23.00)	+++	.00	
4901	Donations	.00	.00	.00	.00	.00	.00	.00	+++	450.00	
	<i>Miscellaneous Revenue Totals</i>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3.00</b>	<b>\$0.00</b>	<b>\$23.00</b>	<b>(\$23.00)</b>	<b>+++</b>	<b>\$450.00</b>	
<i>Other Financing Sources</i>											
9000	Carryover	.00	450.00	450.00	.00	.00	450.00	.00	100	.00	
9002	Transfer in	.00	.00	.00	.00	.00	.00	.00	+++	.00	
9002.200	Transfer in HR	.00	.00	.00	.00	.00	.00	.00	+++	.00	
9004	Intrafund Transfer In	.00	6,024.00	6,024.00	.00	.00	.00	6,024.00	0	.00	
	<i>Other Financing Sources Totals</i>	<b>\$0.00</b>	<b>\$6,474.00</b>	<b>\$6,474.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$450.00</b>	<b>\$6,024.00</b>	<b>7%</b>	<b>\$0.00</b>	
	<b>REVENUE TOTALS</b>	<b>\$574,524.00</b>	<b>\$6,474.00</b>	<b>\$580,998.00</b>	<b>\$47,871.67</b>	<b>\$0.00</b>	<b>\$431,326.27</b>	<b>\$149,671.73</b>	<b>74%</b>	<b>\$552,474.87</b>	
<b>EXPENSE</b>											
<i>Personnel Costs</i>											
5100	Regular earnings	344,333.00	.00	344,333.00	25,665.13	.00	243,218.95	101,114.05	71	330,249.34	
5100.998	Regular earnings Budget only	2,618.00	.00	2,618.00	.00	.00	.00	2,618.00	0	.00	
5102	Paid leave earnings	.00	.00	.00	.00	.00	.00	.00	+++	.00	
5102.100	Paid leave earnings Vacation	.00	.00	.00	388.77	.00	6,099.73	(6,099.73)	+++	8,662.00	
5102.200	Paid leave earnings Personal	.00	.00	.00	75.72	.00	888.87	(888.87)	+++	2,031.03	
5102.300	Paid leave earnings Casual time used	.00	.00	.00	.00	.00	.00	.00	+++	2,541.88	
5102.400	Paid leave earnings Sick	.00	.00	.00	.00	.00	.00	.00	+++	.00	
5102.500	Paid leave earnings Holiday	.00	.00	.00	520.46	.00	2,081.84	(2,081.84)	+++	4,062.00	
5102.600	Paid leave earnings Other (funeral, jury duty, etc)	.00	.00	.00	.00	.00	769.68	(769.68)	+++	147.88	
5102.700	Paid leave earnings Comp. time used	.00	.00	.00	.00	.00	.00	.00	+++	.00	
5102.999	Paid leave earnings Accrual	.00	.00	.00	.00	.00	.00	.00	+++	.00	
5103	Premium	.00	.00	.00	.00	.00	.00	.00	+++	.00	
5103.000	Premium Overtime	1,000.00	.00	1,000.00	127.85	.00	418.26	581.74	42	371.43	
5103.100	Premium Comp time payout	.00	.00	.00	.00	.00	844.29	(844.29)	+++	1,011.97	
5103.200	Premium Shift differential	.00	.00	.00	.00	.00	.00	.00	+++	.00	
5103.300	Premium Holiday worked	.00	.00	.00	.00	.00	.00	.00	+++	.00	
5109.100	Salaries reimbursement Short term disability	.00	.00	.00	(1,005.29)	.00	(1,005.29)	1,005.29	+++	(2,218.25)	
5110	Fringe benefits	.00	.00	.00	.00	.00	.00	.00	+++	.00	
5110.100	Fringe benefits FICA	25,381.00	.00	25,381.00	2,010.03	.00	18,936.21	6,444.79	75	25,955.92	
5110.110	Fringe benefits Unemployment compensation	334.00	.00	334.00	42.07	.00	369.55	(35.55)	111	432.45	

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# Budget by Account Classification Report

Through 09/30/16  
Prior Fiscal Year Activity Included  
Detail Listing

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
<b>Fund 100 - GF</b>										
<b>EXPENSE</b>										
<i>Personnel Costs</i>										
5110.199	Fringe benefits Back pay fringe	.00	.00	.00	.00	.00	.00	.00	+++	.00
5110.200	Fringe benefits Health Insurance	27,532.00	.00	27,532.00	1,216.24	.00	21,892.32	5,639.68	80	29,189.76
5110.210	Fringe benefits Dental Insurance	2,402.00	.00	2,402.00	103.24	.00	1,858.32	543.68	77	2,401.44
5110.220	Fringe benefits Life Insurance	2,688.00	.00	2,688.00	.00	.00	125.02	2,562.98	5	307.92
5110.230	Fringe benefits LT disability insurance	503.00	.00	503.00	41.77	.00	380.32	122.68	76	490.14
5110.235	Fringe benefits Disability insurance	1,299.00	.00	1,299.00	108.00	.00	972.00	327.00	75	880.00
5110.240	Fringe benefits Workers compensation insurance	516.00	.00	516.00	43.00	.00	387.00	129.00	75	378.00
5110.300	Fringe benefits Retirement	9,083.00	.00	9,083.00	692.33	.00	6,522.46	2,560.54	72	8,946.25
5110.310	Fringe benefits Retirement credit	.00	.00	.00	.00	.00	.00	.00	+++	.00
5198	Fringe benefits - Budget only	398.00	.00	398.00	.00	.00	.00	398.00	0	.00
<b>Personnel Costs Totals</b>		<b>\$418,087.00</b>	<b>\$0.00</b>	<b>\$418,087.00</b>	<b>\$30,029.32</b>	<b>\$0.00</b>	<b>\$304,759.53</b>	<b>\$113,327.47</b>	<b>73%</b>	<b>\$415,841.16</b>
<i>Operating Expenses</i>										
5300	Supplies	.00	.00	.00	.00	.00	.00	(247.00)	+++	28.16
5300.001	Supplies Office	1,000.00	.00	1,000.00	271.19	.00	1,505.03	(505.03)	151	824.30
5300.003	Supplies Technology	14,000.00	.00	14,000.00	.00	.00	7,540.00	6,460.00	54	.00
5300.004	Supplies Postage	2,900.00	.00	2,900.00	416.31	.00	2,599.30	300.70	90	3,063.89
5303	Copy expense	.00	.00	.00	.00	.00	.00	.00	+++	.00
5304	Printing	.00	.00	.00	.00	.00	.00	.00	+++	.00
5305	Dues and memberships	32,798.00	.00	32,798.00	.00	.00	32,668.00	130.00	100	32,778.00
5308.100	Vehicle/equipment Gas, oil, etc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
5310	Advertising and public notice	.00	.00	.00	.00	.00	.00	.00	+++	.00
5330	Books, periodicals, subscription	.00	.00	.00	.00	.00	.00	.00	+++	.00
5335	Software/Licenses	.00	.00	.00	.00	.00	.00	.00	+++	.00
5340	Travel and training	3,000.00	.00	3,000.00	.00	.00	423.54	2,576.46	14	2,831.86
5365	Special events	1,000.00	450.00	1,450.00	.38	.00	190.90	1,259.10	13	848.31
5367	Wellness	.00	.00	.00	.00	.00	.00	.00	+++	.00
5390	Miscellaneous	.00	.00	.00	.00	.00	.00	.00	+++	.00
5393	Ethics board	.00	.00	.00	.00	.00	.00	.00	+++	.00
5505	Telephone	.00	.00	.00	.00	.00	.00	.00	+++	.00
5505.100	Telephone cell	.00	.00	.00	.00	.00	.00	.00	+++	.00
5601.100	Intra-county expense Technology services	12,720.00	.00	12,720.00	712.67	.00	10,149.33	2,570.67	80	10,759.93
5601.200	Intra-county expense Insurance	881.00	.00	881.00	73.00	.00	657.00	224.00	75	973.00
5601.400	Intra-county expense Copy center	4,300.00	.00	4,300.00	36.96	.00	600.08	3,699.92	14	2,468.89
5601.450	Intra-county expense Departmental copiers	2,552.00	.00	2,552.00	212.67	.00	1,914.03	637.97	75	845.00
5601.550	Intra-county expense Document center	286.00	.00	286.00	10.91	.00	143.05	142.95	50	115.82
5700	Contracted services	2,500.00	.00	2,500.00	.00	.00	348.75	2,151.25	14	285.00
5706	Temporary replacement help	.00	.00	.00	.00	.00	.00	.00	+++	.00
5708	Professional services	.00	.00	.00	.00	.00	.00	.00	+++	.00

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# Budget by Account Classification Report

Through 09/30/16  
Prior Fiscal Year Activity Included  
Detail Listing

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
<b>Fund 100 - GF</b>										
<b>EXPENSE</b>										
<i>Operating Expenses</i>										
5714	Accounting and auditing	78,500.00	.00	78,500.00	.00	.00	76,500.00	2,000.00	97	77,300.00
5716.100	Legal services Chargebacks	.00	.00	.00	.00	.00	.00	.00	+++	.00
5850	Contributions	.00	6,024.00	6,024.00	6,023.92	.00	6,023.92	.08	100	.00
	<i>Operating Expenses Totals</i>	<b>\$156,437.00</b>	<b>\$6,474.00</b>	<b>\$162,911.00</b>	<b>\$7,758.01</b>	<b>\$0.00</b>	<b>\$141,509.93</b>	<b>\$21,401.07</b>	<b>87%</b>	<b>\$133,122.16</b>
	<b>EXPENSE TOTALS</b>	<b>\$574,524.00</b>	<b>\$6,474.00</b>	<b>\$580,998.00</b>	<b>\$37,787.33</b>	<b>\$0.00</b>	<b>\$446,269.46</b>	<b>\$134,728.54</b>	<b>77%</b>	<b>\$548,963.32</b>
<b>Fund 100 - GF Totals</b>										
	<b>REVENUE TOTALS</b>	574,524.00	6,474.00	580,998.00	47,871.67	.00	431,326.27	149,671.73	74	552,474.87
	<b>EXPENSE TOTALS</b>	574,524.00	6,474.00	580,998.00	37,787.33	.00	446,269.46	134,728.54	77	548,963.32
	<b>Fund 100 - GF Totals</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$10,084.34</b>	<b>\$0.00</b>	<b>(\$14,943.19)</b>	<b>\$14,943.19</b>		<b>\$3,511.55</b>
<b>Grand Totals</b>										
	<b>REVENUE TOTALS</b>	574,524.00	6,474.00	580,998.00	47,871.67	.00	431,326.27	149,671.73	74	552,474.87
	<b>EXPENSE TOTALS</b>	574,524.00	6,474.00	580,998.00	37,787.33	.00	446,269.46	134,728.54	77	548,963.32
	<b>Grand Totals</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$10,084.34</b>	<b>\$0.00</b>	<b>(\$14,943.19)</b>	<b>\$14,943.19</b>		<b>\$3,511.55</b>

11a

# Brown County Board of Supervisors

## Internal Audit

### Budget Status Report (Unaudited)

10/31/16

	Amended Budget	YTD Actual	YTD Percentage	Comments:
Property Taxes	\$ 574,424	\$ 478,687	83.3%	
Public Charges	\$ 100	\$ 35	35.2%	
Miscellaneous Revenue	\$ -	\$ 23	#DIV/0!	
Other Financing Sources	\$ 6,474	\$ 6,474	100.0%	(1)
Personnel Costs	\$ 418,087	\$ 337,320	80.7%	(2)
Operating Expenses	\$ 162,911	\$ 144,028	88.4%	(3)

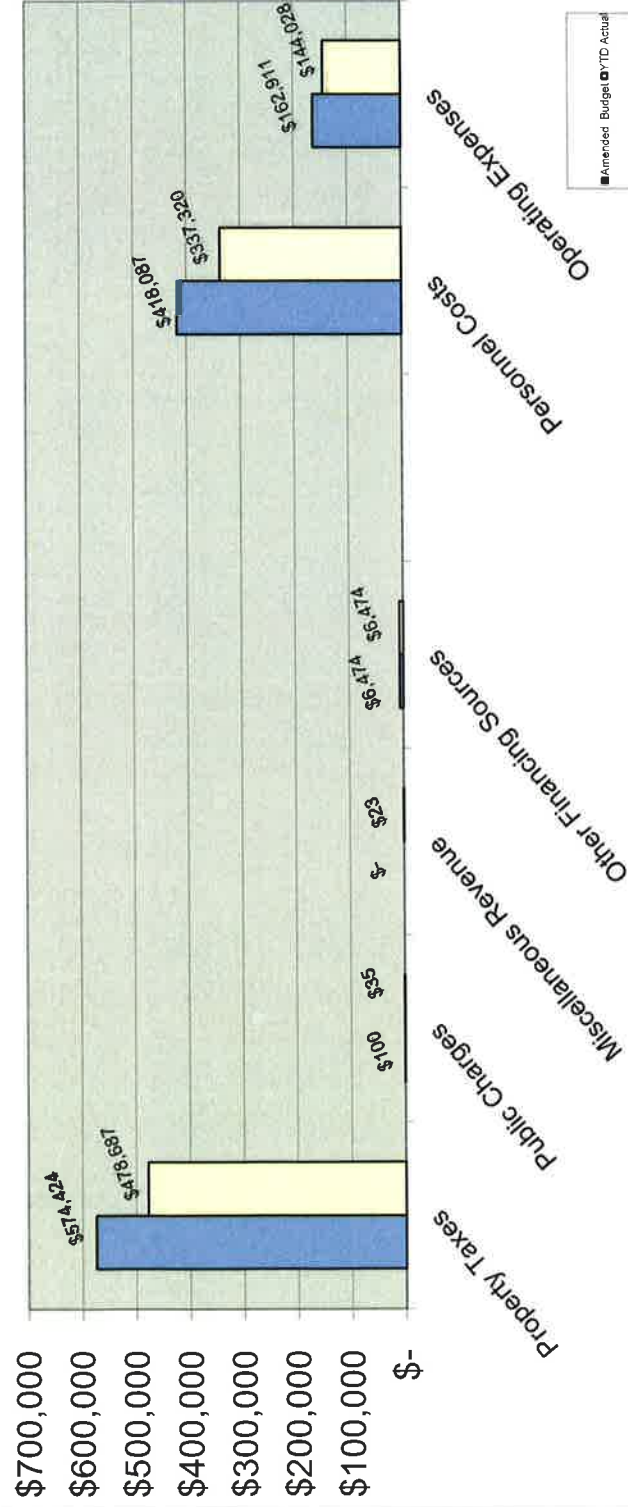
#### Comments:

(1) Other Financing Sources - A budget adjustment (\$6,024) to transfer funds from the General Fund to the Board Office was made to pay for chairs replaced within the Council Chambers (City of Green Bay). This represents the County's portion (50%).

(2) Personnel Costs - YTD overtime incurred (\$1,376.12) has exceeded budget (\$1,000) for 2016. However, contracted services is under budget by approximately \$2,150.

(3) Operating Expenses - Significant expenditures incurred year-to-date (YTD Actual) include: annual dues and membership fees paid to WCA (\$27,708) and NACo (\$4,960), audit fees paid to Schenck (\$76,500) and 13 iPad's purchased for County Board Supervisors/Office Staff (\$7,540). Also, unanticipated envelope purchases (\$664) will have a significant impact on department's 2016 overall Office Supply budget (\$1,000).

## Board of Supervisors - October 31, 2016





# Board of Supervisors

Through 10/31/16  
Prior Fiscal Year Activity Included  
Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Fund 100 - GF									
REVENUE									
Property taxes	574,424.00	.00	574,424.00	47,868.67	.00	478,686.70	95,737.30	83	551,908.00
Public Charges	100.00	.00	100.00	.00	.00	35.24	64.76	35	116.87
Miscellaneous Revenue	.00	.00	.00	.00	.00	23.00	(23.00)	+++	450.00
Other Financing Sources	.00	6,474.00	6,474.00	.00	.00	6,474.00	.00	100	.00
REVENUE TOTALS	\$574,524.00	\$6,474.00	\$580,998.00	\$47,868.67	\$0.00	\$485,218.94	\$95,779.06	84%	\$552,474.87
EXPENSE									
Personnel Costs	418,087.00	.00	418,087.00	32,560.03	.00	337,319.56	80,767.44	81	415,841.16
Operating Expenses	156,437.00	6,474.00	162,911.00	2,518.03	.00	144,027.96	18,883.04	88	133,122.16
EXPENSE TOTALS	\$574,524.00	\$6,474.00	\$580,998.00	\$35,078.06	\$0.00	\$481,347.52	\$99,650.48	83%	\$548,963.32
Fund 100 - GF Totals									
REVENUE TOTALS	574,524.00	6,474.00	580,998.00	47,868.67	.00	485,218.94	95,779.06	84	552,474.87
EXPENSE TOTALS	574,524.00	6,474.00	580,998.00	35,078.06	.00	481,347.52	99,650.48	83	548,963.32
Fund 100 - GF Totals	\$0.00	\$0.00	\$0.00	\$12,790.61	\$0.00	\$3,871.42	(\$3,871.42)		\$3,511.55
Grand Totals									
REVENUE TOTALS	574,524.00	6,474.00	580,998.00	47,868.67	.00	485,218.94	95,779.06	84	552,474.87
EXPENSE TOTALS	574,524.00	6,474.00	580,998.00	35,078.06	.00	481,347.52	99,650.48	83	548,963.32
Grand Totals	\$0.00	\$0.00	\$0.00	\$12,790.61	\$0.00	\$3,871.42	(\$3,871.42)		\$3,511.55

911



# BOARD OF SUPERVISORS

## Brown County



305 E. WALNUT STREET  
P. O. BOX 23600

GREEN BAY, WISCONSIN 54305-3600

Phone (920) 448-4014 Fax (920) 448-6221

E-mail: process\_dj@co.brown.wi.us

**DAN PROCESS**  
**INTERNAL AUDITOR**

Date: December 6, 2016

To: Executive Committee

From: Dan Process, Internal Auditor *DP*

Re: Status Update (October 1 – November 30, 2016)

Listed below is a summary of the projects, duties and other miscellaneous activities completed or in-progress for the period indicated.

1. Projects
  - a. Completed: 2017 Annual Budget Process/Review
  - b. In-progress: Preliminary Review of Legal Bills (2010 through 2016) – See attachments.
  - c. In-Progress: Budget Adjustment History (Information Gathering)
2. Standard Monthly Duties
  - a. Review of the County Board's monthly financial statements (September and October 2016)
  - b. Review of the Clerk of Courts monthly bank reconciliation
  - c. Preparation and review of the monthly Bills over \$5,000 Report
3. Other Miscellaneous Activities
  - a. Inquiries/Questions/Requests from Board Supervisors/Department Head's
  - b. Open Records Requests (1)

If you have any questions regarding this information, please contact me at your convenience.

Thank you.

*11C*

Brown County Board of Supervisors  
Internal Audit  
Legal Bills (2010 through 2016)  
By Department/Area

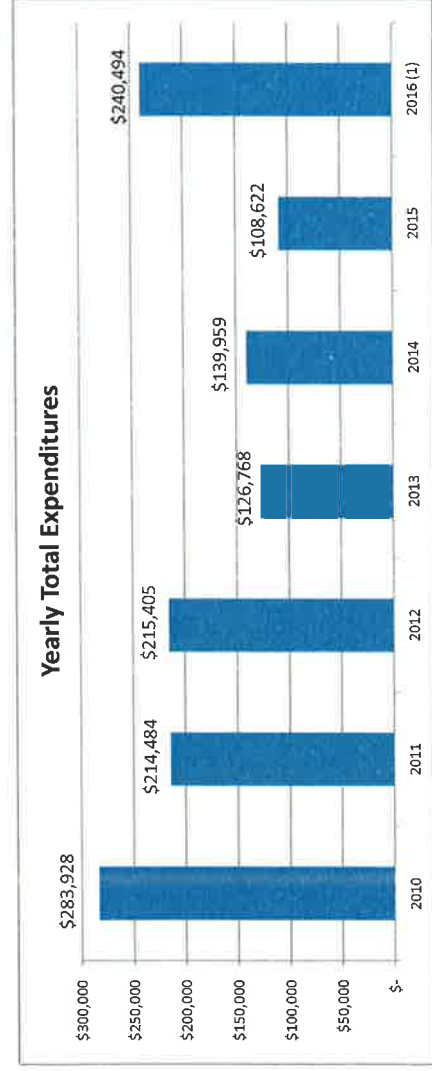
Department/Area	2010	2011	2012	2013	2014	2015	2016 (1)
Board Office (Fred Mohr)*	\$ 42,000	\$ 43,200	\$ 7,200	\$ -	\$ -	\$ -	\$ -
Board Office	\$ -	\$ -	\$ 225	\$ -	\$ -	\$ -	\$ -
Human Resources (Fred Mohr)^	\$ 80,000	\$ 108,000	\$ 81,000	\$ -	\$ -	\$ -	\$ -
Human Resources	\$ -	\$ 351	\$ -	\$ -	\$ 17,738	\$ 10,107	\$ 126,300
Human Resources - Other (Fred Mohr)	\$ 29,791	\$ 17,414	\$ 22,620	\$ -	\$ -	\$ -	\$ -
Human Resources - Other	\$ -	\$ 7,595	\$ -	\$ 638	\$ 1,518	\$ -	\$ -
Corporation Counsel	\$ 951	\$ -	\$ 627	\$ 1,295	\$ -	\$ 195	\$ 13,590
Fox River Clean-Up	\$ 11,448	\$ 3,390	\$ 1,647	\$ 2,414	\$ 2,305	\$ 16,877	\$ -
Port	\$ 83,958	\$ 24,764	\$ 20,271	\$ 23,143	\$ 7,744	\$ 2,099	\$ 13,625
Solid Waste/Resource Recovery	\$ -	\$ 9,772	\$ 20,847	\$ 12,491	\$ -	\$ 5,885	\$ -
Bond	\$ 35,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Child Support	\$ 281	\$ -	\$ -	\$ 374	\$ -	\$ -	\$ -
Revolving Loan	\$ -	\$ -	\$ 2,102	\$ 14,133	\$ 10,857	\$ 521	\$ 610
Human Services	\$ -	\$ -	\$ 3,017	\$ 3,170	\$ -	\$ -	\$ 2,629
Airport	\$ -	\$ -	\$ 55,310	\$ 69,110	\$ 99,797	\$ 71,180	\$ 79,823
Library	\$ -	\$ -	\$ 540	\$ -	\$ -	\$ -	\$ -
Treasurer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,159	\$ 846
CTC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600	\$ -
Highway	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,074
Total	\$ 283,928	\$ 214,484	\$ 215,405	\$ 126,768	\$ 139,959	\$ 108,622	\$ 240,494

Source: Administration records.

(1) - Through November 30, 2016

\* Retainer Fee - County Board Legal Representation

^ Retainer Fee - Labor Attorney/Negotiator/Arbitration



11C

Brown County Board of Supervisors  
Internal Audit  
Legal Bills (2010 through 2016)  
By Department/Area

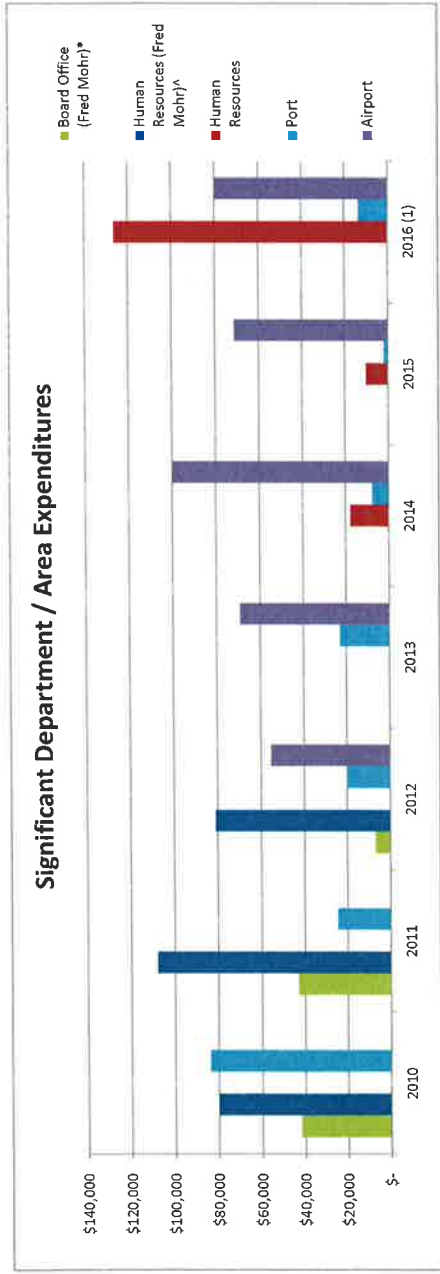
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Human Services	\$ -	\$ -	\$ 3,017	\$ 3,170	\$ -	\$ -	\$ 2,629
Airport	\$ -	\$ -	\$ 55,310	\$ 69,110	\$ 99,797	\$ 71,180	\$ 79,823
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(1) - Through November 30, 2016

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11c

Brown County Board of Supervisors  
Internal Audit  
Legal Bills (2010 through 2016)  
By Department/Area

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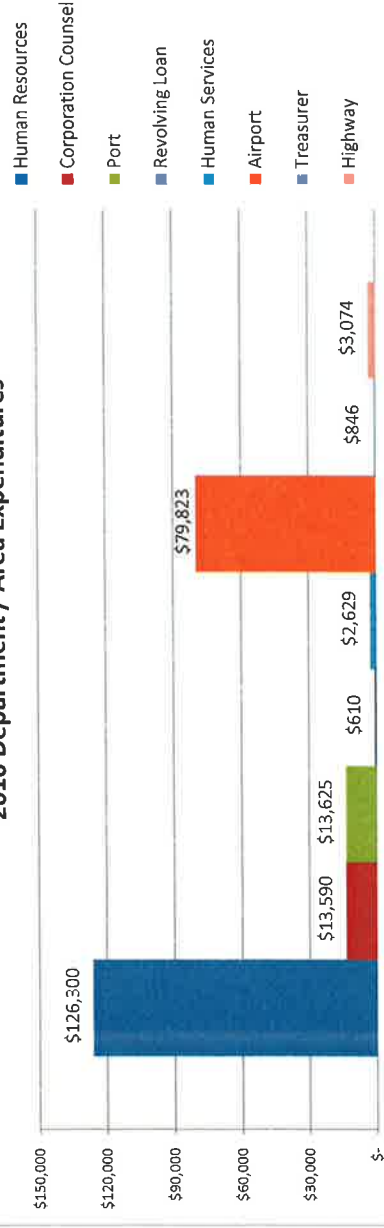
Source: Administration records.

(1) - Through November 30, 2016

\* Retainer Fee - County Board Legal Representation

^ Retainer Fee - Labor Attorney/Negotiator/Arbitration

### 2016 Department / Area Expenditures



December 21, 2016

TO THE HONORABLE CHAIRMAN AND MEMBERS  
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

**RESOLUTION REGARDING RATIFYING A MEMORANDUM OF UNDERSTANDING  
WITH THE SHERIFF'S DEPARTMENT NON-SUPERVISORY EMPLOYEES  
LABOR ASSOCIATION**

WHEREAS, the Brown County Board of Supervisors, per previous Resolution, directed that the Human Resources Department attempt to allow Sheriff's Department Non-Supervisory Employees to bank sick leave into an accumulation account that, upon termination of employment or retirement, may be rolled over into a separate VEBA account to be used for Section 213(d) expenses.; and

WHEREAS, Human Resources discussed the above with the Sheriff's Department Non-Supervisory Employees Labor Association (Association), and all agreed that the attached Memorandum of Understanding (MOU), which addresses the above directive, should be entered into, and that the terms and conditions of said MOU should be incorporated into the Associations Labor Agreement; and

WHEREAS, the Brown County Executive Committee has reviewed the terms and conditions of the MOU, and has determined that it is desirable to ratify the MOU and to have the terms and conditions of the MOU incorporated into the Associations Labor Agreement.

**NOW THEREFORE BE IT RESOLVED**, by the Brown County Board of Supervisors, that the Board desires to ratify the terms and conditions of the MOU and to have the terms and conditions of the MOU incorporated into the Associations Labor Agreement, and that the Board hereby authorizes and directs the Human Resources Director to execute the MOU on behalf of Brown County, with the effective date of the MOU being January 01, 2017.

La

Respectfully submitted,

EXECUTIVE COMMITTEE

Approved By:

\_\_\_\_\_  
TROY STRECKENBACH  
COUNTY EXECUTIVE

Date Signed: \_\_\_\_\_

*Fiscal Note: There is no fiscal impact to the County other than the potential lost investment income earnings on the funds transferred to the employees VEBA account.*

Authorized by Human Resources  
Approved by Corporation Counsel

BOARD OF SUPERVISORS ROLL CALL # \_\_\_\_\_

\_\_\_\_\_  
Motion made by Supervisor \_\_\_\_\_

Seconded by Supervisor \_\_\_\_\_

SUPERVISORS	DIST. #	AYES	NAYS	ABSTAIN	EXCUSED
SIEBER	1				
DE WANE	2				
NICHOLSON	3				
HOYER	4				
GRUSZYNSKI	5				
LEFEBVRE	6				
ERICKSON	7				
ZIMA	8				
EVANS	9				
VANDER LEESE	10				
BUCKLEY	11				
LANDWEHR	12				
DANTINNE, JR	13				

SUPERVISORS	DIST. #	AYES	NAYS	ABSTAIN	EXCUSED
BRUSKY	14				
BALLARD	15				
KASTER	16				
VAN DYCK	17				
LINSSEN	18				
KNEISZEL	19				
CLANCY	20				
CAMPBELL	21				
MOYNIHAN, JR.	22				
BLOM	23				
SCHADEWALD	24				
LUND	25				
BECKER	26				

Total Votes Cast \_\_\_\_\_

Motion:      Adopted \_\_\_\_\_ Defeated \_\_\_\_\_ Tabled \_\_\_\_\_

## MEMORANDUM OF UNDERSTANDING

Effective as of the date of this MOU, and notwithstanding anything to the contrary contained in Article 38 of the 2015-2016 Labor Agreement between Brown County ("County") and the Brown County Deputy Sheriff's Department Non-Supervisory Labor Association ("Association"), the parties agree that:

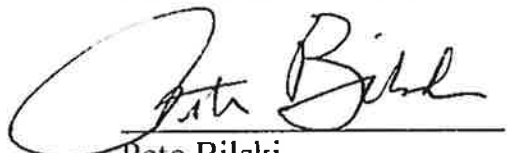
1. Retired members of the Association will no longer be limited in utilizing banked sick leave to purchase healthcare coverage under the County's healthcare plan;
2. Retired members of the Association will have the value of their banked sick leave as of December 2, 2016, up to 135 days, placed in a Retiree Funded H.R.A. Plan, qualified under I.R.C. Section 213(d), for the purposes of purchasing qualified medical expenses under I.R.C. 213(d), including retiree healthcare premiums under either the County's healthcare plan or any other healthcare plan available to the public, plus allowances under the Retiree Funded HRA Plan;
3. Active members of the Association with accumulated and/or Banked Sick Leave shall be able to continue to utilize their sick leave as identified under the Agreement and will have their accumulated and/or Banked Sick Leave, up to 135 days, valued as of the date of termination of employment, retirement, death, and placed in the Retiree Funded H.R.A. Plan, in their name and for their benefit at that time for the purposes of purchasing qualified medical expenses under I.R.C. 213(d), including retiree healthcare premiums under either the County's healthcare plan or any other healthcare plan available to the public, plus allowances under the Retiree Funded HRA Plan;
4. Those active members of the Association who presently accrue Sick Leave as of the date of this MOU, shall continue to accrue and utilize Sick Leave as identified under the Agreement going forward, until the earlier of their termination, retirement or death;
5. An association member who departs from the Association and who remains an employee of the county will not be subject to Chapter 4 of the Brown County Ordinances with respect to accumulated/banked sick leave and shall receive the value of their accumulated/banked sick leave,

valued at their current level of compensation up to a maximum of 135 days, at the time of their termination, retirement or death.

6. A copy of the Retiree Funded H.R.A. Plan, Adoption Agreement to which this MOU refers, is attached hereto for reference;
7. All other terms of Article 38 shall remain in force and effect.

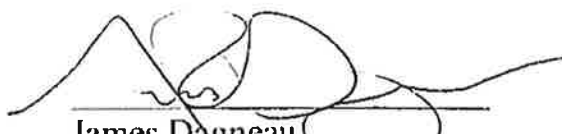
Dated this 2, day of December 2016

FOR BROWN COUNTY

A handwritten signature in black ink, appearing to read "Pete Bilski", written over a horizontal line.

Pete Bilski  
Interim H.R. Director

FOR THE ASSOCIATION

A handwritten signature in black ink, appearing to read "James Dagneau", written over a horizontal line.

James Dagneau  
Association President



Employees may purchase additional life insurance coverage at the full cost of such coverage up to 5 times annual earnings. Dependent coverage will also be available as provided in the plan at the employee's cost.

Retirees retiring after the effective date of the plan will be eligible to participate in the plan at their own cost subject to the exclusions and rules of the plan.

All rules and exclusions of the Wisconsin Employers Group Life Insurance Plan will be applicable to the participating employees.

#### **Article 37. RETIREMENT CONTRIBUTION**

Effective January 1, 2012 the County will pay up to \$194.00 per pay period towards the employee's contribution rate for all officers of the Sheriff's Department after six (6) months of service. During the first six (6) months of employment, employees shall contribute the full amount of the employee's share to the WRS as determined by the ETF. Thereafter, employees shall contribute to WRS according to the following schedule:

Effective November 1, 2013 the employee shall contribute 2.5% towards the employee's share of the Wisconsin Retirement System (WRS).

Effective January 1, 2014 the employee shall contribute an additional 2.5% for a total of 5% of the employee's share to the Wisconsin Retirement System (WRS).

Effective July 1, 2014 the employee shall contribute the full amount of the employee's share to the Wisconsin Retirement System (WRS) as determined by the Employee Trust Funds (ETF).

#### **Article 38. SICK LEAVE**

Officers shall be granted sick leave with pay at the rate of one working day of each full month of service. Effective January 1, 1988, sick leave shall accumulate but shall not exceed 135 working days. All sick leave shall be subject to administration by the Sheriff. Maximum payout at retirement or death of the employee is 135 days. The employee may convert earned/unused vacation days to sick leave days during the employee's last three years of employment.

Sick leave may be used for any period of absence from employment which is due to illness, bodily injury, exposure to contagious disease, pregnancy, required dental care, necessary attendance of the immediate family (defined as those persons living within the employee's immediate domicile.) In the case of pregnancy, a written physician's certificate stating the date the employee is no longer medically able to work due to pregnancy will be required to initiate sick leave and a written physician's certificate stating the employee is medically able to return to work will terminate the sick leave with pay.

The employee has the duty to make other arrangements within a reasonable period of time for the attendance of children or other persons in his/her care.

The procedure for use of sick pay shall follow established administrative policy. Sick leave shall be computed to the nearest quarter hour.

All employees reaching normal retirement or disability shall be eligible to continue in the County's health insurance group plan until the age of sixty-five (65). The County shall pay all of the monthly premium

payable, provided that the total amount expended for such insurance for each retired employee shall be limited to the value of any accumulated and unused sick pay not to exceed 135 days, effective January 1, 1988, standing to the credit of that employee as of that employee's date of retirement:

After the amount expended for any employees reaching the limit for such employee, the monthly premiums shall thereafter be paid by the employee.

1. In the event that an employee eligible under the sick leave provision and eligible for retirement under the provisions of the Wisconsin Retirement System dies prior to retirement, the survivor of said employee shall be entitled to 100% of the accumulated sick leave conversion as indicated above. In the event that an employee dies after retirement, the survivor of said employee shall be entitled to continue drawing on such fund as long as the surviving spouse does not remarry or the children of the deceased employee are not dependent as determined by the dependency rules of the Internal Revenue Code.
2. Dependent children, in accordance with regular County policy, will be eligible to apply the escrowed amount for health insurance premium payment purposes upon the death of the surviving spouse. Remarriage of the surviving spouse will not terminate the eligibility of dependent children for this benefit.
3. Any funds remaining in the escrow account after death of the retiree, death or remarriage of the surviving spouse, or death or ineligibility of dependent children shall revert back to the County.
4. This health insurance premium payment program for protective employees is mandatory for all covered employees upon retirement and supersedes all previous sick leave payment programs upon retirement sponsored by Brown County.
5. If death of a covered protective service employee occurs before eligibility for retirement, 100% of the existing payment of accumulated sick leave will apply to the estate of the deceased employee for purposes of payment of health insurance premiums in accordance with the above policy.

All employees, who commence regular employment on or after the ratification of the 1999, 2000, 2001 agreement, will be automatically enrolled in the Casual Day/Disability Plan. (Ratification by the Brown County Board was May 16, 2001.)

Part-time employees enrolled in the Casual Day/Disability Plan will be subject to proration of benefits based on posted hours.

#### CASUAL DAYS

To provide first day coverage for sickness, each employee will receive five (5) casual days each January 1. Casual days may also be used for personal time off with actual days off being subject to mutual agreement between the employee and the employer. Casual days will not be withheld for arbitrary or capricious reasons except during the last two (2) weeks of employment. At the end of each calendar year, employees shall be paid at their existing rate of pay for any casual days not used during the year, to a maximum of five (5) days (payment shall be made automatically prior to the following January 31).

46 Employees hired before July 1, will earn prorated casual days at a rate of one-half (1/2) day for each  
47 full month worked up to six (6) months for a total of three (3) days and then shall receive one-half  
48 (1/2) day per month for each full month remaining in the calendar year up to a maximum of two (2)  
49 additional full days. Employees hired after July 1, will not earn casual days during the initial  
50 calendar year in which they were employed. However, upon successful completion of six (6)  
51 months of employment, the employee shall receive five (5) casual days for the calendar year  
52 following the year of their hire.

53  
54 Newly hired employees who terminate before the end of the calendar year in which they are hired  
55 or during probationary period, shall not receive any compensation for unused or accrued casual  
56 days. An employee who terminates employment on or before June 30 of any calendar year, shall  
57 receive payment for only one-half (1/2) of their accrued but unused casual days for that year. An  
58 employee who terminates employment on or following July 1 of any calendar year shall receive  
59 payment for any unused casual days.

60  
61 Casual Day request will be administered as follows:

- 62 1. The Sheriff's Office shall evaluate all requests for casual days on a case-by-case basis.
- 63 2. A deputy requesting a casual day need not provide any reason for the use of that day.
- 64 3. Casual day requests may be denied only when granting the request will cause an "unusual and  
65 acute" manpower shortage. Examples of such "unusual and acute" manpower shortages include:  
66 a. Emergencies arising from natural disasters, manmade disasters, rioting, civil unrest and  
67 similar unforeseen emergencies.  
68 b. High security events such as presidential, gubernatorial or political visits, where the  
69 possibility exists for protests or other forms of civil unrest.  
70 c. A request is made less than 12 hours prior to the beginning of the shift which is sought  
71 to be taken off.  
72 4. The creation of overtime is not a basis to deny a casual day request;
- 73 5. A casual day request made more than 12 hours prior to the beginning of the shift that is the  
74 subject of the request is presumed to not cause an "unusual and acute" manpower shortage.
- 75 6. In the event a member of the Association advises the Sheriffs' Office that the casual day  
76 request is due to sickness or other required, medical or dental care, the member  
77 shall be granted the use of a casual day, except in instances of dire emergency.
- 78 7. In the event of a dire emergency (i.e. natural disaster, manmade disaster), casual days  
79 already granted may be cancelled/rescinded. In the event that a casual day needs to be  
80 cancelled/rescinded, the cancellation will be done by inverse seniority, if possible.

81  
82 Casual days may be taken in fifteen (15) minute increments for purposes of required dental and  
83 medical care. Doctor and dentist appointments should be limited to a reasonable number of hours  
84 from work.

85  
86 Casual days and banked sick leave may be used by an employee who is injured on the job to  
87 supplement his/her disability benefits in an amount, which will equal regular pay. Such days may  
88  
89  
90  
91  
92  
93  
94

be used only after casual days are exhausted.

### SHORT-TERM DISABILITY LEAVE

Employees who have completed six (6) months of service shall be eligible for disability leave pay as follows:

- On the job accidents or injuries of the employee - first day coverage at 75% of regular pay until the start of long-term disability coverage (doctor certificate required).
- Sickness or an off the job accident or injury of the employee - coverage after three (3) work days at 75% of regular pay until the start of long-term disability coverage (doctor certificate required).

All claims for disability benefits must be submitted to the County Human Resources Department. Claims arising out of sickness or an off the job accident or injury must be submitted within four (4) workdays of the initial absence. Claims must include a statement indicating the day the employee first became disabled, the nature of the disability, and the employee's anticipated date of return. The Human Resources Department, within its discretion, may request from the employee's physician, a written certificate indicating the first day of disability, the reason for the employee's disability, and the anticipated length of such disability in the event the employee is absent for a period of more than three (3) work days. The employer agrees to waive the foregoing requirement under extraordinary circumstances (e.g. hospitalization). Upon returning to work from disability, employees will fill out any required forms, furnished by the employer, for proper recording of disability leave.

In order to qualify for disability benefits, an employee must report to the immediate supervisor or other management designated employee at least one (1) hour prior to the employee's normal start time, except in the case of an emergency. All illness or injury must be reported every day unless the definite absence time is reported on the first day of occurrence. It is understood by both parties that employees are expected to notify the employer at the earliest practicable time but no less than one (1) hour prior to the employee's normal start time, if they should be absent from work due to sickness or emergency.

Employees absent for sickness in excess of three (3) consecutive work days who return to work but return to sickness leave status again within five (5) work days will immediately return to 75% of regular pay without any waiting period. Employees shall be eligible for an additional 26 weeks of coverage in the event the subsequent absence is for purposes unrelated to the initial absence.

An employee shall be eligible to use accrued disability benefits with pay for a period of absence from employment, which is due to his/her personal injury or illness or in his/her immediate family or required dental care. Immediate family is defined as an employee's child, spouse or parent as those terms are defined under section 103.10 Wis. Stats. Employees have the duty to attempt to make other arrangements within a reasonable period of time (defined as up to two calendar weeks) for the attendance of immediate family in their care or to be with an immediate family member who is ill. In the case of pregnancy, a written physician's certificate stating the date the employee is no longer medically able to work due to pregnancy will be required to initiate disability benefits. The employee shall make herself available for return to work 60 days from delivery and/or such time that the physician documents that the individual is medically able to return to duty. A written

144 physician's certificate stating the employee is medically able to return to work will terminate the  
145 disability benefits with pay.

146  
147 Each employee claiming disability benefits is subject to check to verify the alleged sickness by a  
148 County representative as may be directed by the Human Resources Director or designee.

149  
150 Employees will continue to receive health and welfare benefits while on disability leave at the level  
151 commensurate with their employment status prior to the disability leave. Employees will continue  
152 to accrue vacation benefits and receive holiday pay at the level commensurate with their  
153 employment status prior to the disability leave until the employee goes to the long-term disability  
154 plan.

155  
156 An employee shall endorse and turn over to the County all payments made to the employee for  
157 temporary disability under the Wisconsin Worker's Compensation Act. Nothing in this contract  
158 will disallow any employee any benefits under the Workers Compensation Act.

159  
160 Employees may use banked sick days to supplement the above coverage and such days may be used  
161 while casual days are still available.

#### 162 BANKED SICK LEAVE

163  
164  
165 Employees employed by Brown County before the date of the ratification of the 1999, 2000,  
166 2001 agreement, shall have the option, on a one-time basis, to opt into the Casual Day/Disability  
167 Plan. When an employee exercises this option, that employee's sick leave accumulation, up to a  
168 maximum of 135 days, will be banked in a sick leave accumulation account which may be used  
169 by the employee to supplement any 75% of regular pay benefit received for a disability. Banked  
170 sick leave may be used to make the employee whole for base pay earnings. However, no  
171 additional sick leave benefits will accrue in the banked account unless there are vacation days  
172 earned but unused during the final three (3) years of their employment with Brown County. All  
173 sick leave shall be subject to administration by the department heads. In the event of the death of  
174 an employee, said employees' beneficiary will receive a payout equal to the sick leave balance in  
175 their account. The maximum payout for the death of an employee is 135 days.

176  
177 All employees, employed before the ratification of the 1999, 2000 and 2001 agreement, upon  
178 reaching normal retirement or disability, shall be eligible to continue in the County's health  
179 insurance group plan until the age of sixty-five (65). The County shall pay all of the monthly  
180 premium payable, provided that the total amount expended for such insurance for each retired  
181 employee shall be limited to an amount equal to the value of any accumulated and unused sick  
182 pay not to exceed 135 days, effective January 1, 1988, standing to the credit of that employee as  
183 of that employee's date of retirement:

184  
185 After the amount expended for any employees reaching the limit for such employee, the monthly  
186 premiums shall thereafter be paid by the employee.

- 187  
188 1. In the event that an employee, eligible under the sick leave provision and eligible for  
189 retirement under the provision of the Wisconsin Retirement System dies prior to retirement,  
190 the survivor of said employee shall be entitled to 100% of the accumulated sick leave  
191 conversion as indicated above. In the event that an employee dies after retirement, the  
192 survivor of said employee shall be entitled to continue drawing on such fund as long as the

93 surviving spouse does not remarry or the children of the deceased employee are not  
94 dependent as determined by the dependency rules of the Internal Revenue Code.

- 95
- 96 2. Dependent children, in accordance with regular County policy, will be eligible to apply the  
97 escrowed amount for health insurance premium payment purposes upon the death of the  
98 surviving spouse. Remarriage of the surviving spouse will not terminate the eligibility of  
99 dependent children for this benefit.
- 00
- 01 3. Any funds remaining in the escrow account after death of the retiree, death or remarriage of the  
02 surviving spouse, or death or ineligibility of dependent children shall revert back to the County.
- 03
- 04 4. This health insurance premium payment program for protective employees is mandatory for all  
05 covered employees upon retirement and supersedes all previous sick leave payment programs  
06 upon retirement sponsored by Brown County.
- 07
- 08 5. If death of a covered protective service employee occurs before eligibility for retirement, 100%  
09 of the existing payment of accumulated sick leave will apply to the estate of the deceased  
10 employee for purposes of payment of health insurance premiums in accordance with above  
11 policy.

12 Part-time employees shall receive disability benefits on a prorata hourly basis.

13  
14  
15 LONG-TERM DISABILITY

16 Brown County's long-term disability (LTD) plan provides for eligible employees, employees who  
17 work twenty (20) or more hours per week, to receive two-thirds (2/3) pay after 180 days of  
18 disability to age 65 with offsets for Social Security disability benefits, Wisconsin Retirement  
19 System disability benefits and Worker's Compensation benefits.

- 20
- 21
- 22 1. Qualified employees who have been disabled for a period of 180 days in a rolling 12-month  
23 period will no longer be eligible for short term disability for that same or a related injury but  
24 may qualify for long term disability provided they apply for such benefit within 30 days of  
25 the exhaustion of the 180-day elimination period.

26 e.g. Bob goes off work on STD due to cancer on June 1, 1999. Bob returns to work on June  
27 30, 1999. Bob goes off work due to the same or related cancer again on April 1, 2000 and  
28 remains off work until he reaches 180 days in a 12 month rolling period, which is September  
29 30, 2000, 180 days from April 1, 2000.

30 Tom goes off work on STD due to cancer on June 1, 1999. Tom returns to work on June 30,  
31 1999. Tom again goes off on STD for the same or related illness on September 15, 1999.  
32 On February 13, 2000, Tom's STD benefit would expire.

33 STD is intended to normally be utilized by an employee for up to 180 days. It is recognized  
34 that this is a benefit of indeterminate duration.

- 35
- 36 2. The Wisconsin Retirement System requires that the employer certify that all earnings including  
37 service and pay for vacation and sick leave, have been paid and that the employee is on a leave-  
38 of-absence and not expected to return to work or has been terminated because of a disability.
- 39  
40  
41

Therefore, once it has been determined on the basis of a report from the employee's doctor that the employee is not reasonably expected to return to work, the employee will be terminated from the payroll and paid all appropriate accrued benefits. If the employee is expected to be able to return to work, the employee will be granted a leave-of-absence up to two years, but not to exceed his/her length of service with the County.

3. When the employee is able to return to work after being on LTD, the employee will be reinstated to an available position for which he/she is qualified. Such determination will be made by the employer on a case-by-case basis. While on LTD, the employee will continue to accrue seniority for job posting purposes only. Seniority for other purposes will be frozen at the beginning of the LTD leave and shall begin accruing upon the employee's return to work.

Employees are not eligible for this benefit unless they are enrolled in the Casual Day/Disability Plan.

#### **Article 39. DUTY INCURRED DISABILITY PAY**

An employee injured in the line of duty shall receive full pay while disabled for a period of one hundred eighty (180) calendar days which may be extended by the Employer. Any compensation checks received for the County's insurance company shall be turned over to the County while the employee is on full pay status. The employee shall obtain a medical certificate to certify his disability and shall obtain medical permission to return to duty. Sick leave shall not be charged during the one hundred eighty (180) calendar days or extended period.

#### **Article 40. LEAVES OF ABSENCE**

Employees shall have a five (5) working day leave of absence with pay in the event of the death of a member of their immediate family. Immediate family is defined as husband, wife, children, parents, brothers, sisters, mother-in-law, father-in-law, step-parents, step-children or guardian. A three (3) day leave of absence with pay shall be granted in the event of the death of grandchildren or grandparents, brother-in-law, sister-in-law, son-in-law, daughter-in-law, of the employee or his spouse. Said leave of absence shall be given and allowed from the date of the death through the immediate subsequent six days following said date of death. The purpose of allowing the leave of absence to extend from the date of death through the next six days is to provide for the contingency that the employee may be on his day or days off during the time that death occurs. This provision is subject to the approval of the division commander and the employee should be in the position to verify and show to the department head the immediate presence of a bereavement need. Consideration shall be given by the department heads for a one (1) day leave of absence with pay in the event the employee acts as a pallbearer.

The Employer, upon recommendation of the Sheriff, may grant leaves of absence with or without pay in excess of the limitations above for the purposes of attending extended courses of training at a recognized college or university and for other purposes that are deemed beneficial to the County.

#### **Article 41. MATERNITY LEAVE**

A leave of absence will be granted by the Employer for pregnancy providing the request for such leave is made in writing. Only one leave of absence shall be required to cover the time lost because of pregnancy. Each employee who secures such a leave of absence for pregnancy, shall make herself available for return to work within sixty (60) days after childbirth, unless such employee presents a doctor's certificate of proof

HUMAN RESOURCES DEPARTMENT

Brown County



305 E. WALNUT STREET  
P.O. BOX 23600  
GREEN BAY, WI 54305-3600

PETE BILSKI

PHONE (920) 448-4071 FAX (920) 448-6277 WEB: [www.co.brown.wi.us](http://www.co.brown.wi.us)

INTERIM HUMAN RESOURCES DIRECTOR

**RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD**

**DATE:** December 7, 2016  
**REQUEST TO:** Executive Committee  
**MEETING DATE:** December 12, 2016  
**REQUEST FROM:** Pete Bilski  
Interim Human Resources Director

**REQUEST TYPE:** ☒ New resolution ☐ Revision to resolution  
☐ New ordinance ☐ Revision to ordinance

**TITLE:** Resolution Regarding Authority to Execute a Memorandum of Understanding with the Brown County Sheriff's Department Non-Supervisory Employees

**ISSUE/BACKGROUND INFORMATION:**

A resolution is needed to authorize the execution of a Memorandum of Understanding (MOU) with the Brown County Sheriff's Department Non-Supervisory Labor Association. The MOU is necessary to allow Sheriff's Department Non-Supervisory Employees with banked sick leave to deposit those funds into a Retiree Fund HRA Account.

**ACTION REQUESTED:**

Approval enables money in the Retiree Fund HRA account to be utilized for IRS 213(d) eligible expenses.

**FISCAL IMPACT:**

**NOTE:** This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. Is there a fiscal impact? ☐ Yes ☒ No
  - a. If yes, what is the amount of the impact? \$ \_\_\_\_\_
  - b. If part of a bigger project, what is the total amount of the project? \$ \_\_\_\_\_
  - c. Is it currently budgeted? ☐ Yes ☐ No
    1. If yes, in which account? \_\_\_\_\_
    2. If no, how will the impact be funded? \_\_\_\_\_

☒ **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**

L2a



December 21, 2016

TO THE HONORABLE CHAIRMAN AND MEMBERS  
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

**RESOLUTION REGARDING RATIFYING THE**  
**SHERIFF'S DEPARTMENT SUPERVISORY EMPLOYEES LABOR ASSOCIATION**  
**2015-2016 LABOR AGREEMENT**

WHEREAS, negotiations were undertaken by and between the County of Brown (County) and the Brown County Sheriff's Department Supervisory Employees Labor Association (Association) regarding their 2015-2016 Labor Agreement (Agreement); and

WHEREAS, said negotiations resulted in negotiated changes to the terms and conditions of the Agreement (see attached Agreement with negotiated changes), and subsequent discussions further resulted in a Memorandum of Understanding (MOU) (see attached MOU) whose terms and conditions are incorporated into the Agreement.

WHEREAS, the Brown County Executive Committee has reviewed the terms and conditions of the Agreement and the MOU, and has determined that it is desirable to ratify the Agreement to reflect the negotiated terms and conditions of the Agreement, and to ratify the MOU.

**NOW THEREFORE BE IT RESOLVED**, by the Brown County Board of Supervisors, that the Board desires to ratify the terms and conditions of the Agreement and of the MOU, and that that the Board hereby authorizes and directs the County Executive and the County Clerk to execute the Agreement on behalf of Brown County, and authorizes and directs the Human Resources Director to execute the MOU on behalf of Brown County, with the effective date of the Agreement being January 1, 2015, and the effective date of the MOU being January 01, 2017.

12b

Respectfully submitted,

EXECUTIVE COMMITTEE

Approved By:

\_\_\_\_\_  
TROY STRECKENBACH  
COUNTY EXECUTIVE

Date Signed: \_\_\_\_\_

*Fiscal Note: 2016 budget – The total fiscal effect is \$58,653. A two thirds majority vote is required to transfer \$58,653 from the General Fund unassigned fund balance to the Sheriff's Office budget.*

Authored by Human Resources  
Approved by Corporation Counsel

BOARD OF SUPERVISORS ROLL CALL # \_\_\_\_\_

Motion made by Supervisor \_\_\_\_\_

Seconded by Supervisor \_\_\_\_\_

SUPERVISORS	DIST.	AYES	NAYS	ABSTAIN	EXCUSED
SIEBER	1				
DE WANE	2				
NICHOLSON	3				
HOYER	4				
GRUSZYNSKI	5				
LEFEBVRE	6				
ERICKSON	7				
ZIMA	8				
EVANS	9				
VANDER LEESE	10				
BUCKLEY	11				
LANDWEHR	12				
DANTINNE, JR	13				

SUPERVISORS	DIST.	AYES	NAYS	ABSTAIN	EXCUSED
BRUSKY	14				
BALLARD	15				
KASTER	16				
VAN DYCK	17				
LINSSEN	18				
KNEISZEL	19				
CLANCY	20				
CAMPBELL	21				
MOYNIHAN, JR.	22				
BLOM	23				
SCHADEWALD	24				
LUND	25				
BECKER	26				

Total Votes Cast \_\_\_\_\_

Motion:      Adopted \_\_\_\_\_ Defeated \_\_\_\_\_ Tabled \_\_\_\_\_

## MEMORANDUM OF UNDERSTANDING

Effective as of the date of this Memorandum of Understanding, Article 20 is completely revised as written and is to be added to the Labor Agreement effective January 1, 2015, between Brown County and the Brown County Sheriff's Department Supervisory Employees.

### Article 20. BANKED SICK LEAVE

All employees will have their individual sick leave accumulated as of December 13, 1993 (the ratification date of the 1993-1994 Agreement), up to a maximum of 135 days "banked" in a sick leave accumulation account which may be used by the employee to supplement any 75% of regular pay benefit received for a disability. Banked sick leave may be used to make the employee whole for base pay earnings. However, no additional sick leave benefits will accrue in the banked account unless they are vacation days earned but unused during the final three (3) years of their employment with Brown County. All sick leave shall be subject to administration by the department heads. In the event of the death of an employee, said employee's spouse or IRS eligible dependent(s) will receive banked sick leave transferred to the Retiree Fund HRA. The Retiree Fund HRA may be used for all IRS §213(d) eligible expenses, healthcare premiums under the County's health plan or any other healthcare plan available to the public and any other expenses allowable by the Retiree Fund HRA Plan. The maximum payout for the death of an employee is 135 days.

Upon retirement or termination, all employees with banked sick leave will have those hours converted to a dollar amount based upon their regular rate of pay at the time of retirement or separation; the county will then deposit the full amount into a Retiree Fund HRA account for the employee or their eligible beneficiary.

All employees reaching normal retirement or disability shall be eligible to continue in the County's health insurance group plan until the age of sixty-five (65). The retiree will be responsible for the premiums.

Any employee who leaves the bargaining unit for an elected or appointed position with Brown County, who has banked sick leave, shall have their sick leave bank administered in accordance with this article at the time of their retirement or separation from Brown County. The employee's sick leave bank will be converted based upon their regular rate of pay at the time of their retirement or separation from Brown County.

Employees who retired or separated prior to the ratification of this agreement who have a remaining balance in their sick leave bank (escrow account) will have the full balance as of December 2, 2016 deposited into a Retiree Fund HRA account to be used for eligible expenses as described above.

Dated this \_\_\_\_ day of December, 2016.

FOR BROWN COUNTY

FOR THE ASSOCIATION

---

Pete Bilski  
Interim Human Resources Director

---

Captain David Poteat  
Association President

**DRAFT**

10/25/16

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**AGREEMENT**

**Between**

**BROWN COUNTY**

**And**

**BROWN COUNTY SHERIFF'S DEPARTMENT  
SUPERVISORY EMPLOYEES**

**January 1, 20154 through December 31, 20164**

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10/25/16

2014-2015-2016

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**BROWN COUNTY SHERIFF'S DEPARTMENT  
SUPERVISORY EMPLOYEES LABOR CONTRACT**

1 THIS AGREEMENT made and entered into according to the provisions of Section 111.70 of the  
2 Wisconsin Statutes by and between Brown County, as the Municipal Employer (hereinafter  
3 called "County") and the bargaining unit of the Brown County Sheriff's Department Supervisory  
4 personnel (hereinafter called the "Bargaining Unit").

5  
6 **Article 1. PURPOSE OF AGREEMENT**

7  
8 Pursuant to Wis. Stat. § 111.70(8), ~~The County and the Bargaining Unit have agreed to meet~~  
9 ~~and confer parties hereto recognize their obligation to meet and confer and negotiate over~~  
10 ~~regarding various aspects of the Bargaining Unit members' wages, hours and other conditions~~  
11 ~~of employment as more particularly set forth in this Agreement.~~ It is the intent and purpose of  
12 the parties hereto that this Agreement shall promote and improve working conditions of the  
13 Bargaining Unit in regard to rates of pay, hours of work, and other terms and conditions of  
14 employment to be observed by the parties hereto. The County retains all rights, powers, or  
15 authority that it had prior to this contract unless modified by this contract or state law.

16  
17 **Article 2. RECOGNITION**

18  
19 The County agrees to recognize the Bargaining Unit as the bargaining agent for the Supervisory  
20 ranks of Lieutenant and Captain of the Brown County Sheriff's Department in the matter of  
21 wages, hours of work, and working conditions.

22  
23 **Article 3. MANAGEMENT RIGHTS RESERVED**

24  
25 Except as herein otherwise provided, the management of the Department and the direction of  
26 the working forces is vested exclusively in the County. The County retains the right to fulfill all  
27 normal managerial obligations, such as planning, changing or developing new methods of work  
28 performance, establishing necessary policies, organizations and procedures, assigning work  
29 and establishing work schedules and applying appropriate means of administration and control.

30  
31 **Article 4. BARGAINING UNIT ACTIVITY**

32  
33 The Bargaining Unit agrees to conduct its business off the job as much as possible. However,  
34 agents and representatives of the Bargaining Unit having business with members of the  
35 Bargaining Unit may confer with such members during the normal working day for a reasonable  
36 time, provided that permission is first given by the Sheriff or Chief Deputy which will not be  
37 unreasonably withheld. The County agrees not to deduct any pay from any employee  
38 conducting such business. Off duty officers, under no circumstance, will be compensated for  
39 conducting Bargaining Unit activity.

41  
42  
43 **Article 5. WORK RULES**  
44

45 The County ~~may adopt~~ shall establish work rules at its discretion. ~~reasonable work rules before~~  
46 ~~they become effective. Work rules shall be posted for a period of five (5) calendar days before~~  
47 ~~becoming effective, except that this requirement shall be waived in emergency situations.~~  
48

49  
50 **Article 6. JOB DESCRIPTION**  
51

52 Descriptions for each job position within the Department including such duties and expectations  
53 of the performance of the job shall be maintained by the Sheriff's Department and Human  
54 Resources Department. ~~Failure to perform such duties and expectations of performance shall~~  
55 ~~subject employees to discipline as outlined in the disciplinary procedure, hereinafter set forth.~~  
56

57 **Article 67. HIRING/PROMOTION AUTHORITY**  
58

59 The Brown County Sheriff shall have sole and final authority for hiring and/or promotions to  
60 supervisory law enforcement positions. ~~establishment of criteria for promotion and~~  
61 ~~descriptions for each job category. Such criteria shall be available to the Bargaining Unit.~~  
62

63 **Article 78. DISCIPLINARY PROCEDURE**  
64

65 The purpose of discipline is correcting job behavior and performance problems of employees.  
66 Employees shall be informed of standards of conduct and performance. Discipline shall be  
67 administered in compliance with this section and rules and standards shall be consistently  
68 applied. Penalties shall be appropriate to the circumstances. Persons administering corrective  
69 discipline shall systematically document the case. Disciplinary actions shall be in writing and  
70 include a full description of the alleged infraction and a statement informing the employee of  
71 his/her rights under the grievance procedure contained in this contract. Records of verbal  
72 reprimands shall be maintained in the Department files. Copies of written reprimands,  
73 suspensions, and terminations shall be provided to the employee, the Human Resources  
74 Manager, to the employee's supervisor, and kept in the Department files. Suspensions and  
75 terminations shall be discussed with the Human Resources Manager before such actions are  
76 taken. The County Executive will be informed of suspensions and terminations. The Brown  
77 County Sheriff shall have final authority in regard to demotion, suspensions and terminations.  
78

79 No regular employee shall be disciplined or discharged except for just cause. Written notice of  
80 the discipline, suspension, or discharge and a description of the incident warranting the action  
81 shall be given to the employee with a copy to the Bargaining Unit.  
82

83 The employee will have an informal hearing before the Sheriff, or his/her designee, before any  
84 disciplinary actions is taken. The employee and the Bargaining Unit will be notified of the  
85 reason for the discipline and the time of the hearing at least twenty-four (24) hours prior to the  
86 time of the informal hearing. The employee may be represented by a Bargaining Unit  
87 representative at the hearing or a representative of his/her own choice. An officer may waive  
88 the right to a hearing with the Sheriff.  
89

90 The employee may use the grievance procedure to appeal any disciplinary action taken  
91 hereunder. Such grievance will be presented directly to the second step. Any grievance that

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92 may result from such action shall be considered waived unless presented in writing within five  
93 (5) calendar days of the receipt by the employee of the written decision of the Sheriff.

94  
95 The County may develop, within its discretion, other procedures for discipline which do not  
96 result in demotion, suspension or termination.

97  
98 It is not the intention of the parties hereto to circumvent or contravene any County Ordinance or  
99 State law. If there is a conflict or ambiguity insofar as any phrase, sentence, or paragraph of  
100 this contract is concerned, and the contractual language provides a greater benefit to members  
101 of the Bargaining Unit than would be the case under a County Ordinance or State law, then the  
102 contractual provision shall apply.

103  
104 **Article 89. GRIEVANCE PROCEDURE**

105  
106 A formal grievance of an employee shall be handled in accordance with the following procedure:

107  
108 Step 1: The employee shall prepare and serve on the Chief Deputy a written statement  
109 setting forth the grievance within fifteen (15) calendar days of the incident or of  
110 the receipt of the notice of discipline by the employee. An employee's failure to  
111 timely serve the grievance on the Chief Deputy shall result in dismissal of the  
112 grievance and waiver of any and all grievance rights hereunder. - The grievance  
113 statement shall include a summary of the pertinent facts, the date the event  
114 occurred, what steps the employee has taken to informally resolve the grievance,  
115 and the remedy requested. The statement shall be given to Sheriff or his/her  
116 designee. Upon receipt of the written statement, the Sheriff or his/her designee  
117 shall immediately forward the grievance to the Human Resources Manager.  
118 Within ten (10) five (5)-working days thereafter, the Sheriff or his/her designee  
119 shall meet with the employee and make a reasonable effort to resolve the  
120 grievance. The Sheriff, in his/her sole discretion, may extend the deadline for the  
121 meeting provided written notice is given to the grievant. If the Sheriff or his/her  
122 designee is unable to resolve the grievance after the meeting with the employee,  
123 the Sheriff or his/her designee shall immediately prepare a written response  
124 denying the grievance and setting forth the reasons for such denial. The Sheriff  
125 or his/her designee shall forward the written response to the Human Resources  
126 Manager and provide the employee with a copy of such response.

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127  
128 Step 2: If the employee is not satisfied with the Sheriff or designee's resolution of the  
129 grievance, the employee may, within five (5) working days, serve present-the  
130 grievance in writing to-on the Human Resources Manager. An employee's failure  
131 to timely serve the grievance on the Human Resources manager shall result in  
132 dismissal of the grievance and waiver of any and all grievance rights. The  
133 Human Resources Manager or the Manager's designee shall arrange to meet  
134 with the employee and his/her representative, if any, to ascertain the facts  
135 surrounding the dispute and shall reply in writing to the employee within ten (10)  
136 five (5)-working days after the employee meeting. thereafter. The Human  
137 Resources manager may extend the deadline for providing a written decision on  
138 a grievance hereunder at his or her sole discretion. The decision of the Human  
139 Resources Manager shall be final except grievances that address employee  
140 terminations, employee disciplines, or workplace safety.



Step 3: In the event the decision of the Human Resources Manager does not satisfy the employee on any matter involving a termination, discipline or workplace safety, the employee may, within five (5) working days, serve present a written request to the Human Resources Manager, for a hearing before an impartial hearing officer. An employee's failure to timely serve a request for hearing shall result in dismissal of the grievance and waiver of all grievance rights. Upon timely receipt of a request for hearing, if the grievance involves an employee termination, employee discipline, or workplace safety, the Human Resources Manager shall select an impartial hearing officer by mutual consent with the grieving employee. If the Human Resources Manager and the grieving employee are unable to agree on an impartial hearing officer, the Human Resources Manager shall request a list of available staff arbitrators from the Wisconsin Employment Relations Commission. The Human Resources Manager shall then select an arbitrator from the panel provided by the WERC. The selected arbitrator or mutually agreeable impartial hearing officer shall thereafter hold a hearing on the grievance. The County and the employee may produce witnesses and other evidence at the time of hearing before the arbitrator or impartial hearing officer. After considering the evidence presented, the arbitrator or impartial hearing officer shall issue a written decision. A "good cause" standard of review shall be used by the arbitrator or impartial hearing officer. The arbitrator or impartial hearing officer's decision shall be final.

An employee is entitled to be represented in each step of the grievance procedure by a representative of his/her choice. The Chief Deputy and the Human Resources Manager may, at their sole discretion, delegate their responsibilities hereunder to a designee. ~~delegate, within his/her sole discretion, responsibilities as set forth in Step 2 to the Human Resources legal advisor or Corporation Counsel.~~ Time is of the essence as to any filing deadlines of the grievant hereunder and an employee's failure to comply with any deadlines shall result in the dismissal of the grievance. The Sheriff and/or Human Resources Manager may, in their sole discretion, extend any of the grievant's deadlines hereunder provided that any such extension must be in writing and granted prior to the expiration of the deadline. Any failure of the County to meet any of the time deadlines hereunder shall result in the grievance moving to the next step in the procedure. Upon mutual agreement the employee and the Human Resources Manager may extend or waive any time limits contained in this procedure. Nothing contained herein shall diminish any legal rights an employee may be entitled to under the law.

#### Article 940. SALARIES

The wages of employees of the Brown County Sheriff's Department Supervisory Unit shall be on the basis hereinafter presented. The salaries listed are on an hourly basis. The rates of pay prescribed herein are based on a full-time employee at normal working hours.

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#### 20142015-2016 PAY SCALE

	Effective 01/01/14 5%	Effective 07/01/14 2%	Effective 12/21/14 1.75%
Lieutenant	\$39.12	\$39.90	\$40.60
Lieutenant (Bomb Squad)	\$39.96	\$40.76	\$41.47
Captain	\$41.62	\$42.45	\$43.20
Non-Certified Lieutenant	\$36.62	\$37.40	\$38.40

	<u>Effective 1/1/2015</u>	<u>Effective 1/1/2016</u>
	<u>1.50%</u>	<u>0.50%</u>
<u>Lieutenant</u>	<u>\$41.21</u>	<u>\$41.42</u>
<u>Lieutenant (Bomb Squad)</u>	<u>\$42.01</u>	<u>\$42.22</u>
<u>Captain</u>	<u>\$43.85</u>	<u>\$44.07</u>
<u>Non-Certified Lieutenant</u>	<u>\$38.71</u>	<u>\$38.92</u>

Lieutenant (Bomb Squad) will be \$.80 higher than Lieutenant. Non-Certified Lieutenant will be \$2.50 lower than Lieutenant.

**Shift Pay Differential.** All members of the Bargaining Unit shall be paid a shift differential for hours actually worked between 3:00 p.m. and 7:00 a.m. as follows:

3:00 p.m. – 11:00 p.m.	\$0.55 per hour
11:00 p.m. – 7:00 a.m.	\$0.75 per hour

#### **Article 140. OVERTIME**

The Sheriff or his/her designee shall establish the work schedules for all bargaining unit employees. Except as otherwise provided in this Agreement, employees who work outside of their scheduled hours as assigned by the Sheriff ("scheduled shift") the 5-2 shift shall be compensated at the rate of one and one-half (1-1/2) times their normal rate of pay for all hours worked outside of their normally scheduled hours. The parties hereby adopt the 207(k) exemption under the Fair Labor Standards Act (FLSA) for purposes of overtime for bargaining unit members. The work period for purposes of the 207(k) exemption shall be 28 days and 171 hours, or in excess of eight (8) hours in any working day, except as provided below.

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Overtime may be taken at the rate it is earned as compensatory time by mutual agreement of the employer and employee. Compensatory time can accumulate to a maximum of eighty (80) hours. In December of each year, employees may request a payout of accrued compensatory time. This request must be received by the Human Resource Manager by December 15. Any request for a compensatory time payout outside this timeframe must be approved by the Sheriff or Chief Deputy. Employees may carryover a maximum of 80 hours of compensatory time each year. Employees are required to reduce their compensatory time to zero each year at the end of the calendar year. When extenuating circumstances exist, employees will be given a thirty (30) day extension from the end of the calendar year to reduce their compensatory time to zero. Any further extension will be of a duration mutually agreed to between the employee and the Human Resource Manager.

**Minimum Call-In Time.** A call-in is defined as any time an employee is required to work outside his/her scheduled shift, normal work shift schedule. However, a call-in does not include the following:

1. An extension of a normal-scheduled work shift by one (1) hour on the front or any extension of the back of such shift (exclusive of reporting time).

2. Disciplinary procedures where the officer is not vindicated through the grievance procedure.
3. Certain training time as provided below.

Employees will be compensated for a minimum of three (3) hours for any call-in time worked on a scheduled work day except in cases where an employee is scheduled to appear in court on a scheduled day outside the employee's scheduled hours, in which case the employee shall receive a minimum of four (4) hours pay. Employees will be compensated for a minimum of five (5) hours for any call-in time on a day off or scheduled vacation day. This call-in time shall be compensated at the normal rate of pay unless otherwise required under the Fair Labor Standards Act ("FLSA"). Call-in time shall not be pyramided with overtime.

#### Article 112. TRAINING TIME

The following shall be the procedure for compensating employees for periods of training:

1. During Normal Hours. Employees required to attend training during the normally scheduled hours shall be compensated at the employee's regular rate of pay for such hours.
2. Voluntary Training. Employees attending pre-approved training on a voluntary basis on an employee's off hours shall be entitled to compensatory time off or pay calculated at a straight time rate. To qualify for compensatory time off employees must first receive prior approval of the Sheriff or his/her designee.
3. Involuntary Training. When an employee is required to attend training by the employer during off hours, such employee shall be compensated at one and one-half (1-1/2) times his/her normal rate of pay for attending such schools. This paragraph will not apply to the first twenty-four (24) hours of training scheduled during off hours each year for training required to maintain law enforcement certification (including, without limitation by enumeration, firearms training). Notwithstanding any other provisions of this Agreement, the first twenty-four (24) hours will be paid at straight time subject only to the requirements of the Fair Labor Standards Act.
4. Changing Hours For The Purpose Of Training. The employer shall have the right to change an employee's normally scheduled hours for the purpose of training. In the event that the employer changes an employee's normally scheduled hours to accommodate training, the employee shall be paid straight time for such training.

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#### Article 123. UNIFORM ALLOWANCE

Each employee of the Brown County Sheriff's Department shall have an account to be known as "clothing allowance." They are allowed to draw Four hundred eighty dollars (\$480.00) paid out in two lump sums of two hundred forty dollars (\$240.00). The first payment of two hundred forty dollars (\$240.00) will be paid out on the January payroll closest to January 31<sup>st</sup>. The second payment of two hundred and forty dollars (\$240.00) will be paid out on the July payroll closest to July 31<sup>st</sup>. Beginning January 1, 2014, the accounts will no longer be accumulative and employees that have an amount carried over will be paid out on the January payroll.

277 During the first and last year of employment, the clothing allowance is prorated on a monthly  
278 basis. The Sheriff shall have discretion as to the types of clothing to be purchased by the  
279 employees of the Department.  
280

281 **Article 134. HOLIDAYS**

282  
283 I. Definitions

284  
285 A. Base pay is defined as that pay received by an employee of the Brown County  
286 Sheriff's Department as outlined in Article 940, Salaries, of the labor agreement.

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287  
288 B. Holiday pay is defined as that pay or compensatory time off received by every  
289 member of the Brown County Sheriff's Department Supervisory Labor  
290 Association regardless of whether or not the employee works the holiday.  
291 Holiday pay or compensatory time off is computed based on the number of hours  
292 the employee is regularly scheduled to work per day. Employees working a 5-2  
293 Schedule receive 80 hours (10 days x 8 hours) and employees working 12-hour  
294 shifts receive 120 hours (10 days x 12 hours).

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295  
296 C. Holiday is defined as a day marked by a general suspension of work in  
297 commemoration of an event and does include the following days:

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298  
299 New Year's Day Labor Day  
300 President's Day Columbus Day  
301 Easter Veteran's Day  
302 Memorial Day Thanksgiving Day  
303 Independence Day Christmas Day  
304

305 D. Premium pay is defined as that pay or compensatory time off received by every  
306 officer of the Brown County Sheriff's Department Supervisor Labor Association  
307 who is regularly scheduled to work exclusive of sick on casual leave and works a  
308 shift or a portion of a shift (includes worker's compensation, vacation, or  
309 compensatory time) is to be compensated at a rate of one (1) hour of pay or  
310 compensatory time off for each hour of work for 5-2 personnel.

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311  
312 E. Overtime pay is defined as that pay or compensatory time computed at one and  
313 one-half (1-1/2) times the hourly rate for all hours worked.

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314  
315 II. Application

316  
317 A. Regularly scheduled to work (8 hours) (5-2 personnel)

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- 318 1. Base pay (compensated up front)  
319 2. Holiday pay (compensated up front)  
320 3. Premium pay

321  
322 B. Regularly scheduled to work and works non-scheduled shift (more than 8 hours)  
323 (5-2 personnel)

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- 324 1. Base pay (compensated up front)  
325 2. Holiday pay (compensated up front)  
326 3. Premium pay  
327 4. Overtime pay

- C. Not regularly scheduled to work ~~(8 hours) (5-2 personnel)~~
1. Holiday pay (compensated up front)
  2. Premium pay
  3. Overtime pay

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- ~~D. Not regularly scheduled to work (more than 8 hours) (5-2 personnel)~~
- ~~1. Holiday pay (compensated up front)~~
  - ~~2. Premium pay~~
  - ~~3. Overtime pay~~

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#### Article 145. PERSONAL DAYS

Employees who work Monday through Friday schedules, twenty-four (24) hours personal time shall also be observed as a holiday, to be taken as mutually agreed upon between the employee and supervisor. In addition, the day after Thanksgiving will be observed as a personal day with pay. For employees who follow a seven (7) day schedule, thirty-two (32) hours of personal time shall be observed as holidays, subject to prior approval by supervisor.

#### Article 156. VACATION

- (1) All employees shall earn vacation as follows:

<u>Less than one full year of service</u>	<u>Prorated on 48 hours per year</u>
<u>1 – 6 years of service</u>	<u>96 hours</u>
<u>7 – 12 years of service</u>	<u>144 hours</u>
<u>13 – 14 years of service</u>	<u>192 hours</u>
<u>15 – 16 years of service</u>	<u>200 hours</u>
<u>17 years of service</u>	<u>208 hours</u>
<u>18 years of service</u>	<u>216 hours</u>
<u>19 years of service</u>	<u>224 hours</u>

~~After six months of service forty (40) hours~~

~~After the first year of service eighty-eight (88) hours~~

~~After the third year of service ninety-six (96) hours~~

~~After the fourth year of service one hundred four (104) hours~~

~~After the fifth year of service one hundred twenty (120) hours~~

~~After the ninth year of service one hundred forty-four (144) hours~~

~~After the tenth year of service one hundred sixty (160) hours~~

~~After the sixteenth year of service two hundred (200) hours~~

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Vacations for officers working 12 hour shifts shall be reflective of vacation benefit hours calculated based on years of service and shall receive an additional twenty-eight (28) hours of vacation.

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- (2) Any employee who terminates his/her employment or has his/her employment terminated for any reason, shall be compensated for all earned vacation time worked as of the date of termination. The employee shall reimburse the County for any vacation time taken but not earned at the time of his/her termination.

(3) Employees must submit their vacation requests in advance and with as much notice as possible, so that supervisors can review the requests and make appropriate decisions based on the operational needs. In establishing regular schedules, supervisors shall give due consideration to the desires of individual employees within limits of work requirements of the division. Appointing authorities may amend vacation schedules to meet work emergencies or to grant requests of individual employees. If two or more employees request to take vacation during the same period and the matter cannot be resolved by agreement of the parties concerned, the employee with the most Bargaining Unit seniority with the County shall be granted vacation time.

(4) No employee shall be permitted to accept vacation pay in lieu of vacation.

(5) ~~An employee hired prior to January 1, 1982, cannot carry more than thirty (30) days of vacation at the end of the calendar year. Employees hired after January 1, 1982, cannot carry more than eightyten (840) hoursdays of vacation at the end of the calendar year unless a request has been made and approved by the Sheriff or Chief Deputy by the end of the calendar year.~~

#### Article 167. INSURANCE

(1) Dental Insurance. The County will offer a group dental insurance program for regular full-time and qualifying regular part-time employees. The employee and employer contributions toward the premiums of such plan together with the amount of deductible and the design of such plan shall be determined by the County on an annual basis.

(2) Life Insurance. The County will offer a group life insurance program for regular full-time and qualifying regular part-time employees. The employee and employer contributions toward the premiums of such plan together with the design of such plan shall be determined by the County on an annual basis.

#### Article 178. CASUAL DAYS

(1) After six (6) months of employment to provide first day coverage for sickness, each employee shall receive forty (40) hours [thirty-seven and one-half (37.5) hours for employees on a thirty-seven and one-half (37.5) hour work week] casual time each January 1. Casual days may also be used for personal time off with actual days off being subject to mutual agreement between the employee and the employer. Casual days will not be withheld for arbitrary or capricious reasons except during the last two (2) weeks of employment when only a two (2) week notice is given. At the end of each calendar year employees shall be paid at their existing rate of pay for any casual days not used during the year, to a maximum of five (5) days (payment shall be made automatically prior to the following January 31).

(2) Casual day credit is earned on a monthly basis; however, for scheduling purposes, casual days earned during the calendar year are credited to the employee's casual account at the beginning of each calendar year. Any employee who terminates his/her employment or has his/her employment terminated for any reason, shall be compensated for all earned casual time worked as of the date of termination. The employee shall reimburse the County for any casual time taken but not earned at the time of his/her termination.

(3) Casual days may be taken in not less than fifteen (15) minute increments.

(4) Casual days and banked sick leave may be used by an employee to supplement his/her disability benefits in an amount which will equal regular pay.

(5) Employees may use banked sick days while casual days are available.

#### **Article 189. SHORT-TERM DISABILITY LEAVE**

(1) Employees who have completed 180 calendar days of service shall be eligible for disability leave pay as follows:

(a) On the job accidents or injuries of the employee - first day coverage at 75% of regular pay for the duration of short term disability, up to a maximum of 180 days. The employee is responsible for applying for long term disability coverage. (Doctor Certificate required)

(b) Sickness or an off the job accident or injury of the employee - coverage after three (3) work days at 75% of regular pay.

(2) Eligible part-time employees shall receive disability leave benefits on a prorata hourly basis based on scheduled work hours.

#### **Article 190. LONG-TERM DISABILITY**

Brown County's Long Term Disability (LTD) Plan provides for eligible employees, (excluding seasonal, limited term employees, temporary and summer), to receive two-thirds pay after 180 days of disability to age 65 with offsets for Social Security disability benefits, Wisconsin Retirement System disability benefits, and Worker's Compensation benefits. Part-time employees who work at least 50% of full time hours are eligible for long-term disability on a prorated hourly basis, based on scheduled work hours.

(1) LTD begins after 180 days of disability; however, the offsetting benefits must be requested by the disabled employee within 30 days of beginning LTD.

(2) The Wisconsin Retirement System requires that the Employer certify that all earnings, including service and pay for vacation and sick leave, have been paid and that the employee is on a leave-of-absence and not expected to return to work, or has been terminated because of a disability. Therefore, once it has been determined on the basis of a report from the employee's doctor that an employee is not reasonably expected to return to work, the employee will be terminated from the payroll and paid all appropriate accrued benefits. If the employee is expected to be able to return to work, the employee will be granted a leave of absence up to two years but not to exceed his/her length of service with the County.

(3) When the employee is able to return to work after being on LTD, the employee will be reinstated to an available position for which s/he is qualified. Such determination will be made by the employer on a case-by-case basis. While on LTD, the employee will continue to accrue seniority for job posting purposes only. Seniority for other purposes will be frozen at the beginning of the LTD leave and shall begin accruing upon the employee's return to work.

#### **Article 201. BANKED SICK LEAVE**

480 All employees will have their individual sick leave accumulated as of December 13, 1993 (the  
481 ratification date of the 1993-1994 Agreement), up to the maximum of 135 days "banked" in a  
482 sick leave accumulation account which may be used by the employee to supplement any 75%  
483 of regular pay benefit received for a disability. Banked sick leave may be used to make the  
484 employee whole for base pay earnings. However, no additional sick leave benefits will accrue  
485 in the banked account unless they are vacation days earned but unused during the final three  
486 (3) years of their employment with Brown County. All sick leave shall be subject to  
487 administration by the department heads. In the event of the death of an employee said  
488 employee's beneficiary will receive a payout equal to the sick leave balance in their account.  
489 The maximum payout for the death of an employee is 135 days.

490  
491 All employees reaching normal retirement or disability shall be eligible to continue in the  
492 County's health insurance group plan until the age of sixty-five (65). The County shall pay all of  
493 the monthly premium payable, provided that the total amount expended for such insurance for  
494 each retired employee shall be limited to an amount equal to the value of any accumulated and  
495 unused sick pay not to exceed 135 days, effective January 1, 1988, standing to the credit of that  
496 employee as of that employee's date of retirement.

497  
498 After the amount expended for any employees reaching the limit for such employee, the monthly  
499 premiums shall thereafter be paid by the employee.

- 500
- 501 1. In the event that an employee, eligible under the sick leave provision and eligible for  
502 retirement under the provision of the Wisconsin Retirement System dies prior to  
503 retirement, the survivor of said employee shall be entitled to 100% of the accumulated  
504 sick leave conversion as indicated above. In the event that an employee dies after  
505 retirement, the survivor of said employee shall be entitled to continue drawing on such  
506 fund as long as the surviving spouse does not remarry or the children of the deceased  
507 employee are not dependent as determined by the dependency rules of the Internal  
508 Revenue Code.
  - 509  
510 2. Dependent children, in accordance with regular County policy, will be eligible to apply  
511 the escrowed amount for health insurance premium payment purposes upon the death  
512 of the surviving spouse. Remarriage of the surviving spouse will not terminate the  
513 eligibility of dependent children from this benefit.
  - 514  
515 3. Any funds remaining in the escrow account after death of the retiree, death or  
516 remarriage of the surviving spouse, or death or ineligibility of dependent children shall  
517 revert back to the County.
  - 518  
519 4. This health insurance premium payment program for protective employees is mandatory  
520 for all covered employees upon retirement and supersedes all previous sick leave  
521 payment programs upon retirement sponsored by Brown County.
  - 522  
523 5. If death of a covered protective service employee occurs before eligibility for retirement,  
524 100% of the existing payment of accumulated sick leave will apply to the estate of the  
525 deceased employee for purposes of payment of health insurance premiums in  
526 accordance with the above policy.

527  
528 | **Article 212. RETIREMENT CONTRIBUTION**  
529



530 | ~~Effective January 1, 2014 the employee shall contribute 5% of the employee's share to the~~  
531 | ~~Wisconsin Retirement System (WRS).~~

532 |  
533 | ~~Effective July 1, 2014, t~~The employee shall contribute the full amount of the employee's share  
534 | to the Wisconsin Retirement System (WRS) and as determined by the Employee Trust Funds  
535 | (ETF).  
536 |

537 |  
538 |  
539 | **Article 223. LEAVE OF ABSENCE**

540 |  
541 | (1) Policy. The Human Resources Manager may grant a regular employee leave  
542 | without pay for a period not to exceed six (6) months. A leave of absence (LOA) is defined as  
543 | an unpaid approved absence from work for a specified period of time for medical, parental,  
544 | military or personal reasons. If an employee finds that he/she must be out of work for more than  
545 | three (3) days, he or she should contact the Human Resources Department to determine if a  
546 | LOA may be necessary.

547 |  
548 | (2) Eligibility. (a) All regular employees employed by Brown County may be eligible  
549 | to apply for an unpaid personal leave of absence. Job performance, absenteeism and  
550 | departmental requirements will all be taken into consideration before a request is approved.  
551 | Leave without pay shall be granted only when it is in the best interests of the County to do so.  
552 | The interests of the employee shall be considered when he/she has shown by his/her record to  
553 | be of more than average value to the County and when it is desirable to return the employee to  
554 | service even at some sacrifice. Requests for leave of absence shall be approved prior to the  
555 | taking of such leave. When such leave is requested as an extension of sick leave, an  
556 | acceptable physician's certificate shall be included.

557 |  
558 | (b) Requests for unpaid personal leave may be denied or granted by Brown  
559 | County for any reason or no reason and are within the sole discretion of the  
560 | County. Approvals of the immediate supervisor, department director and the  
561 | Human Resources Department are required.

562 |  
563 | (3) Unauthorized Absence. It is recognized that there may be extenuating  
564 | circumstances for unauthorized absence, and due consideration shall be given each case.  
565 | However, an employee who is absent from duty without approval may be considered as having  
566 | abandoned his/her position, depending on the circumstances.

567 |  
568 | **Article 234. FUNERAL LEAVE**

569 |  
570 | (1) Employees shall have up to a five (5) working day leave of absence with pay in the event  
571 | of the death of a member of their immediate family. Said leave of absence shall be given and  
572 | allowed from the date of the death through the immediate subsequent six days following said date  
573 | of death. This six (6) day time period may be extended at the discretion of the Sheriff. Whenever  
574 | a death occurs to a member of the immediate family of an employee, the County shall  
575 | compensate the employee for any time lost from work during the next five (5) work days. The  
576 | five (5) work days must be taken within the period starting with the date of death and one of the  
577 | days must be used to attend the funeral. Should such death occur during the employee's  
578 | vacation or use of other paid time off, he/she shall receive the additional time off with pay at  
579 | another time mutually agreed upon by the employee and department. Should the funeral or  
580 | interment occur at a delayed date (example: winter death, spring interment) the employee

581 | ~~may use one (1) of the five (5) days to attend the funeral or interment.~~ Compensation shall be  
582 | at the regular hourly rate of said employee for a normal work day.

583 |  
584 | (2) Immediate family is defined as: wife, husband, father, mother, guardian, sister, and  
585 | brother, child of employee, grandchildren, grandparents, father-in-law, mother-in-law, step-  
586 | children, or stepparents.

587 |  
588 | (3) Employees will be entitled to compensation for one (1) day to attend the funeral of the  
589 | spouse's grandparents or of a son-in-law or daughter-in-law, brother-in-law or sister-in-law, aunt  
590 | or uncle of the employee or spouse. In the event an employee is required to act as a pallbearer  
591 | at the funeral of someone outside of his/her immediate family, he/she shall be granted one (1)  
592 | day off to do so.

593 |  
594 | (4) Regular part-time employees are eligible for bereavement days off as stated above,  
595 | beginning on the succeeding calendar days starting on the date of death. If during this leave the  
596 | employee has scheduled work days, the employee will be paid for those scheduled work days  
597 | and hours only. The employee will not be paid for any of these days which are non-scheduled  
598 | work days. Should any death occur during an employee's vacation he/she shall receive  
599 | additional time off with pay for any scheduled work day affected at a time mutually agreed upon  
600 | by the employee and department.

601 |  
602 | **Article 245. DRUG TESTING**

603 |  
604 | ~~See attached Addendum.~~ Employees are subject to drug and alcohol testing in accordance with  
605 | law.

606 |  
607 | **Article 256. AMENDMENT PROVISIONS**

608 |  
609 | This Agreement is subject to amendment, alteration, or addition only by a subsequent written  
610 | agreement between and executed by the County and the Bargaining Unit where mutually  
611 | agreeable. The waiver of any breach, term or condition of this Agreement by either party shall  
612 | not constitute a precedent in future enforcement of all its terms and conditions.

613 |  
614 |  
615 |  
616 | **Article 267. SAVINGS CLAUSE**

617 |  
618 | If any article or section of this Agreement or any Addendum thereto should be held invalid by  
619 | operation of law or by any tribunal of competent jurisdiction, or if compliance with or  
620 | enforcement of any article or section should be restrained by such tribunal, the remainder of this  
621 | Agreement and Addendum shall not be affected thereby, and the parties shall enter into  
622 | immediate collective bargaining negotiations for the purpose of arriving at a mutually  
623 | satisfactory replacement for such article or section.

624 |  
625 | **Article 278. TERMS OF AGREEMENT**

626 |  
627 | This Agreement will become effective as of January 1, 20142015, and will remain in force and  
628 | effect up to and including December 31, 20142016.

629 |  
630 | **MAINTAIN THE TERMS UNTIL THE NEXT AGREEMENT IS NEGOTIATED**

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FOR THE COUNTY:

Sandra L. Juno  
Date  
County Clerk

Date

FOR THE ASSOCIATION:

~~Lt. Capt.~~ David P. Poteat

Bargaining Unit President

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MEMORANDUM OF UNDERSTANDING  
Multi-Jurisdictional Task Force Assignment

The following agreement has been reached between Brown County and the Brown County Sheriff's Department Supervisory Labor Association:

The parties agree that in the event that a member of the Association is selected and assigned to a position with the Multi-Jurisdictional Task Force, the individual will continue to accrue seniority during the time of such assignment. The parties further agree that upon the individual's return to his/her normal duties, the individual will be reassigned to the same ranked position which the individual held at the time of his/her assignment to the Task Force.

This Memorandum of Understanding will expire on December 31, 2014.

FOR THE COUNTY: \_\_\_\_\_ FOR THE ASSOCIATION: \_\_\_\_\_

Brent R. Miller	Date	Lt. David P. Poteat	Date
Director of Administration		Bargaining Unit President	

MEMORANDUM OF UNDERSTANDING  
Sheriff Supervisory Association Personnel Assigned  
12-Hour Shifts

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The following agreement has been reached between Brown County and the Brown County Sheriff's Department Supervisory Labor Association:

This agreement shall change the current contract language between Brown County and the Brown County Sheriff's Department Supervisory Labor Unit for personnel assigned 12-hour shifts resulting in an 84-hour work week.

This agreement currently applies to 12-hour Shift Lieutenants.

1. Hours The normal schedule for officers working 12-hour shifts shall consist of two days on, two days off, three days, two days off, two days on and three days off. The above results in an 84-hour pay period.

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2. Article 10. Salaries Salaries shall be based on the current negotiated rate of pay in grade multiplied by the annual hours worked.

3. Article 11. Overtime Employees who work 12-hour shifts shall be compensated at the rate of one and one-half (1 1/2) times their normal rate of pay for all hours worked outside of their normally scheduled hours or in excess of 12 hours in any working day, except as provided in Article 11.

4. Article 16. Vacations Vacations for officers working 12-hour shifts shall be reflective of benefit hours calculated based on years of service and shall receive an additional twenty-eight (28) hours of vacation.

FOR THE COUNTY: \_\_\_\_\_ FOR THE ASSOCIATION: \_\_\_\_\_

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Brent R. Miller	Date	Lt. David P. Poteat	Date
Director of Administration		Bargaining Unit President	

HUMAN RESOURCES DEPARTMENT

Brown County

305 E. WALNUT STREET  
P.O. BOX 23600  
GREEN BAY, WI 54305-3600



PETE BILSKI

PHONE (920) 448-4071 FAX (920) 448-6277 WEB: [www.co.brown.wi.us](http://www.co.brown.wi.us)

INTERIM HUMAN RESOURCES DIRECTOR

**RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD**

**DATE:** December 7, 2016  
**REQUEST TO:** Executive Committee  
**MEETING DATE:** December 12, 2016  
**REQUEST FROM:** Pete Bilski  
Interim Human Resources Director

**REQUEST TYPE:** ☒ New resolution ☐ Revision to resolution  
☐ New ordinance ☐ Revision to ordinance

**TITLE:** Resolution Regarding Authority to Execute a 2015-2016 Labor Agreement with the Brown County Sheriff's Department Supervisory Employees and the Memorandum of Understanding (MOU) regarding Banked Sick Leave

**ISSUE/BACKGROUND INFORMATION:**

A resolution is needed to authorize the execution of a 2015-2016 Labor Agreement with the Brown County Sheriff's Department Supervisory Employees and a MOU to allow Sheriff's Department Supervisory Employees with banked sick leave to deposit those funds into a Retiree Fund HRA Account.

**ACTION REQUESTED:**

Approval to execute a 2015-2016 labor agreement and MOU with the Brown County Sheriff's Department Supervisory Employees which establishes and incorporates new labor relations process as well as the Retiree Fund HRA Account to be utilized for IRS 213(d) eligible expenses.

**FISCAL IMPACT:**

**NOTE:** This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. Is there a fiscal impact? ☒ Yes ☐ No
  - a. If yes, what is the amount of the impact? 2016 = \$58,653
  - b. If part of a bigger project, what is the total amount of the project? \$ \_\_\_\_\_
  - c. Is it currently budgeted? ☐ Yes ☒ No
    1. If yes, in which account? \_\_\_\_\_
    2. If no, how will the impact be funded? *The total fiscal effect is \$58,653. A two thirds majority vote is required to transfer \$58,653 from the General Fund unassigned fund balance to the Sheriff's Office budget.*

☒ **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**

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